



DECISION

Introduction

This hearing dealt with Cross Applications including:

The Tenant's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- cancellation of the Landlord's 10 Day Notice to End Tenancy for Unpaid Rent (10 Day Notice) and an extension of the time limit to dispute the 10 Day Notice under sections 46 and 66 of the Act

The Landlord's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- an Order of Possession based on a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (10 Day Notice) under sections 46 and 55 of the Act
- a Monetary Order for unpaid rent under section 67 of the Act
- authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

The February 18, 2025, participatory teleconference hearing was attended by the Tenant R.W.L. and their Advocate M.G. as well as the Building Manager A.N. for the Landlord.

Both parties had an opportunity to provide sworn testimony, refer to evidence, and ask questions.

During the hearing the parties indicated their intention to settle their dispute.

Analysis

Under section 63 of the Act, the Arbitrator may assist the parties to settle their dispute. If the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During this hearing, the parties reached an agreement to settle their disputes.

Both parties agreed to the following terms of a final and binding resolution of their respective applications and the issues in dispute arising out of this tenancy at this time and that they did so of their own free volition and without any element of coercion:

1. This tenancy will end by 1:00 p.m. on **March 31, 2025**, by which time the Tenant agrees to have vacated the rental unit.
2. The Tenant is not required to pay rent for January – March 2025.
3. The parties agreed that the Tenant has been without electricity in the rental unit and that the Landlord A.N. will contact BC Hydro today (February 18) to restore electricity to the rental unit.
 1. The Tenant will pay \$100.00 to the Landlord A.N. to compensate them personally for the costs of hydro between February 18 – March 31, 2025.
 2. The Tenant lost the contents of their fridge when the power went out – the Landlord A.N. will attend to the rental unit February 19, 2025, to remove the current fridge and its contents and provide the Tenant with a working fridge.
4. The Tenant will keep the rental unit clean so that the Landlord can show the unit and secure a new tenant from April 1, 2025.
5. Both parties agreed that these particulars comprise the full settlement of all aspects of their respective applications for dispute resolution.

Conclusion

To give effect to the settlement reached between the parties, and as discussed at the hearing, I grant an Order of Possession to the Landlord effective **on March 31, 2025, after service of this Order** on the Tenant.

Should the Tenant or any occupant on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Act.

Dated: February 18, 2025

Residential Tenancy Branch