

DECISION

Introduction

This hearing dealt with 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 retain all or a portion of the Tenant's security deposit in partial satisfaction of the Monetary Order requested under section 38 of the Act
- authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

This hearing also dealt with the Tenant's Application for Dispute Resolution under the Act for:

- cancellation of the Landlord's 10 Day Notice to End Tenancy for Unpaid Rent (10 Day Notice) under sections 46 and 55 of the Act
- an order to suspend or set conditions on the Landlord's right to enter the rental unit under section 70(1) of the Act
- an order requiring the Landlord to comply with the Act, regulation or tenancy agreement under section 62 of the Act

At the outset of 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 dispute.

Both parties agreed to the following terms of a final and binding resolution of both the Landlord's and Tenant's 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. The Tenant agreed to pay arrears in the amount of \$2,250.00 to the Landlords, together with an additional \$250.00 towards March Rent on or before February 28th, 2025.
2. The Tenant also agreed to pay the remainder of rent for March on or before March 14th, 2025.
3. The Tenant agreed to thereafter pay his rent no later than on the 5th day of each month.
4. The Tenant agreed to pay the Landlords the amount of their filing fee, \$100.00, on or before March 20th, 2025.
5. The Landlords agree not to attempt to enforce the monetary order given under this agreement unless the Tenant fails in his obligations under sections 1, 2 or 4 of this agreement.
6. Both parties agreed that the tenancy will continue until ended in accordance with the Act.
7. Both parties agreed that these particulars comprise the full settlement of all aspects of both the Landlords' and the Tenant's applications for dispute resolution.

Conclusion

In order to give effect to the above settlement reached between the parties, I grant a Monetary Order in the Landlord's favour in the amount of \$2,250.00. The Landlords are provided with this Order and the Tenant must be served with a copy of this Order as soon as possible. Should the Tenant fail to comply with this Order, this Order may be filed and enforced in the Provincial Court of British Columbia (Small Claims Court) in accordance with the terms of this agreement.

The tenancy will continue until ended pursuant to the *Residential Tenancy Act*.

The Tenant will pay his arrears and ongoing rent obligations on or before the dates laid out herein.

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 25, 2025

Residential Tenancy Branch