



DECISION

Introduction

This hearing dealt with cross applications including:

The Tenant's February 7, 2025, 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) under sections 46 and 55 of the Act
- authorization to change the locks to the rental unit under section 70(2) of the Act
- an order requiring the Landlord to comply with the Act, regulation or tenancy agreement under section 62 of the Act
- authorization to recover the filing fee for this application from the Landlord under section 72 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 March 5, 2025, teleconference hearing was attended by the Tenant M.J. and the two Landlords. All parties had the opportunity to provide sworn testimony and ask questions.

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 respective disputes.

Both parties agreed to the following terms of a final and binding resolution of their applications and the issues in dispute arising out of this tenancy at this time and that they did so of their own free volition:

1. Both parties agreed that the Landlord will retain the full value of the Tenants' security deposit as compensation for monies owed during this tenancy.
2. Both parties agreed that all claims related to this tenancy are now complete, that the Tenants have vacated the rental unit, and that the Landlord will coordinate changing the locks on the rental unit.
3. The RTB will refund the \$100 filing fee paid by both the Landlord and Tenant for this application.

Conclusion

The parties agreed to settle their respective applications and so I provide no findings on the merits of their claims.

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: March 5, 2025

Residential Tenancy Branch