

SETTLEMENT DECISION

Introduction

This hearing was convened in response to cross-applications by the parties pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

The landlord requested:

- an Order of Possession for unpaid rent pursuant to section 55;
- a monetary order for unpaid rent pursuant to section 67; and
- authorization to recover the filing fee for this application from the tenant, pursuant to section 72 of the *Act*

The tenants requested:

- cancellation of the Landlord's One Month Notice to End Tenancy for Cause (One Month Notice) under section 47 of the *Act*

C.M. attended for the tenants, while R.Y. and C.T. attended for the landlord. At the outset of the hearing the parties indicated their intention to settle their dispute.

For the purpose of this dispute, both parties confirmed that there is a tenant and landlord relationship between C.M. and the landlord, and that the RTB has jurisdiction to deal with this 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 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. Both parties agreed that this tenancy will end by 1:00 p.m. on April 30, 2025, by which time the Tenant C.M., and any other occupants, will have vacated the rental unit.

2. Both parties agreed that the tenants' security and pet damage deposits, plus interest of \$84.81 may be applied towards the outstanding rent for this tenancy. The tenant understood that the retention of both deposits does not relieve the tenant of their obligations to return the rental unit to the landlord in reasonably clean and undamaged condition.
3. The tenant agreed to pay the landlord the remaining \$4,019.94 in the following instalments: \$2,001.69, to be paid on or before March 24, 2025, and the April 2025 rent of \$2,018.25 to be paid on or before March 31, 2025.
4. Both parties agreed that if the tenant fails to comply with condition 3 above, the tenancy will end two days after the missed instalment, on March 26, 2025 or April 2, 2025 respectively, and the tenant must give peaceful and vacant possession to the landlord.
5. Both parties agreed that the move-out inspection will take place on April 30, 2025 at 1:00 p.m., or at an earlier agreed date if the tenancy ends sooner.
6. The tenant agreed that the landlord may serve the tenant documents for the purpose of court and RTB related matters to their email address as confirmed in the hearing, and as noted on the cover page of this Decision.
7. Both parties agreed that these particulars comprise the full settlement of all aspects of both applications for dispute resolution at this time.

Conclusion

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue an Order of Possession to the landlord, effective 2 days after service of the Order on the tenant. The landlord is provided with this Order in the above terms and the tenant must be served with this Order **only** in the event that the tenant does not abide by conditions #1 or 4 of the above settlement.

Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

In order to implement the above settlement reached between the parties, and as advised to both parties during the hearing, I issue a Monetary Order in the Landlord's favour in the amount of \$4,019.94.

The Landlord is provided with this Order in the above terms and the tenant must be served with a copy of this Order as soon as possible in the event that the tenant does not abide by condition #3 of the above agreement. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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 17, 2025

Residential Tenancy Branch