



# Dispute Resolution Services

Residential Tenancy Branch  
Ministry of Housing and Municipal Affairs

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## DECISION

Dispute Codes      **OPR, MNRL, MNDL, FFL,  
CNR, CNOP, CNMN**

### Introduction

This hearing dealt with an application by the landlord under the *Residential Tenancy Act* (the *Act*) for the following:

- An Order of Possession under a 10-Day Notice to End Tenancy for Unpaid Rent and Utilities ("10 Day Notice") pursuant to sections 46 and 55;
- A monetary order for unpaid rent and for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement pursuant to section 67 of the *Act*;
- A monetary order for unpaid rent and for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement pursuant to section 67 of the *Act*;
- An order requiring the tenant to reimburse the landlord for the filing fee pursuant to section 72.

This hearing dealt with an application by the tenant under the *Residential Tenancy Act* (the *Act*) for the following:

- Cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities ("10 Day Notice") pursuant to section 46;

The Landlord(s) attended with the advocate G.C. (the Landlord).

The Tenant(s) attended with the interpreter S.K. (the Tenant).

### 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 the Landlord's application 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 21, 2025 by which time the Tenant agreed to have vacated the rental unit.
2. The Tenant agreed the Landlord will retain the deposits of \$1,800.00 and apply the deposits to outstanding rent.
3. The Tenant agreed to pay compensation to the Landlord for the remainder of the outstanding rent and a damaged door in the total amount of \$2,100.00.
4. Both parties agreed that these particulars comprise the full settlement of all aspects of the Landlord's current application 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 1:00 p.m. on April 21, 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.

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 **\$2,100.00**.

The Landlord is 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) if equal to or less than \$35,000.00. Monetary Orders that are more than \$35,000.00 must be filed and enforced in 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 *Residential Tenancy Act*.

Dated: April 07, 2025

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Residential Tenancy Branch