



DECISION

Introduction

This hearing dealt with Cross Applications including:

The Landlord's March 20, 2025, 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

The Tenant's February 28 (submitted and finalized March 28, 2025) Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- cancellation of the Landlord's One Month Notice to End Tenancy for Cause (One Month Notice) under section 47 of the Act
- an order for the Landlord to provide services or facilities required by law under section 27 of the Act
- an order requiring the Landlord to comply with the Act, regulation or tenancy agreement under section 62 of the Act

The April 15, 2025, participatory teleconference hearing was attended by the Landlord's Property Manager and the lead Tenant, the mother of the other named Tenants in this dispute.

Both 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 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 has ended and the Landlord has regained possession of the rental unit.
2. The Landlord will retain the full value of the Tenants' security deposit and \$150.00 from the Tenants' pet damage deposit as full and final compensation for losses related to this tenancy.
3. The Landlord will promptly return the remaining \$750.00 of the pet damage deposit to the service organization that paid this portion of the deposit on the Tenants' behalf – the agreed upon contact information for the service organization is provided on the cover page of this decision.
4. The parties agree that all matters related to this tenancy are now resolved and that neither party has any future claim related to this tenancy.

Conclusion

The parties agreed to settle and so I provide no findings on the merits of this dispute.

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: April 15, 2025

Residential Tenancy Branch