

## **DECISION**

### **Introduction**

This hearing dealt with the Tenants' Applications 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) and an extension of the time limit to dispute the 10 Day Notice under sections 46 and 66 of the Act
- cancellation of the landlord's One Month Notice to End Tenancy for Cause (the One Month Notice) and an extension of the time limit to dispute the One Month Notice pursuant to sections 47 and 66 of the Act

### **Preliminary Matters**

During the hearing the parties indicated their intention to settle their dispute.

During the discussion, Tenant WW indicated that they believed they had no choice but to agree to the terms proposed by the Landlord, namely a mutual agreement to end the tenancy on June 30, 2025.

In response to Tenant WW's statement, I advised the Tenants that they were not required to agree to the terms proposed by the Landlord, and could choose to abandon the settlement discussion, and await my decision on the merits of the matters. I advised the Tenants that I could not inform them what the outcome of the dispute would be should I render a decision.

The Tenants chose to proceed with the settlement and when questioned, indicated that they agreed to the terms of the settlement agreement free of any duress and/or coercion.

The Tenants named CP as a Landlord in their application; however, CP confirmed that they act as an agent for the Landlord and should not be named personally in this dispute. Based on my authority under section 64(3) of the Act, I have amended the Tenant's applications to remove CP's name.

## 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.

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. The parties agree that this tenancy is ended by way of mutual agreement and not based on the One Month Notice issued March 12, 2025, or the 10-Day Notice issued April 8, 2025.
2. The parties agree that the Tenants will vacate the rental unit on or before June 30, 2025, at 3:00 p.m.
3. The parties agree that the Tenants will pay rent on or before the first day of the month for the remainder of the tenancy.
4. The parties agree that should the Tenants fail to pay rent on time the Landlord may issue a 10-Day Notice for unpaid rent.
5. The parties agree that this settlement agreement constitutes a final and binding resolution of the Tenants' current applications 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 June 30, 2025, at 3:00 p.m., 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.

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: May 16, 2025

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Residential Tenancy Branch