

DECISION

Introduction

This hearing dealt with the Tenant's 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

This hearing dealt with the Landlord's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- an Order of Possession based on the 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 Tenants under section 72 of the Act

Tenant K.G. attended the hearing.

Landlord L.S. attended the hearing.

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

Settlement

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 Tenant'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 the Tenant owes the Landlord \$12,800.00 representing unpaid rent for February, March, April and May 2025.
2. The Tenant agrees to pay the Landlord a total of \$12,800.00 in full by June 10, 2025.

3. The tenancy will continue if the Landlord receives full payment of the settlement amount by June 10, 2025.
4. The 10-Day Notice to End Tenancy for unpaid rent, issued on April 17, 2025, is cancelled and has no further force or effect.
5. The parties agree that if the Landlord does not receive full payment of the settlement amount by June 10, 2025, the Landlord is entitled to an Order of Possession effective June 11, 2025, without further hearing.
6. The parties agree that if the Landlord does not receive full payment of the settlement amount by June 10, 2025, the Landlord is also entitled to a Monetary Order in the amount of \$12,800.00, without further hearing.
7. The rights and obligations of the parties under the *Act* - including the payment of rent when due on June 1, 2025 - continue until the tenancy ends in accordance with this settlement agreement or otherwise in accordance with the *Act*.
8. Both parties agreed that these particulars comprise the full settlement of all aspects of the current applications for dispute resolution.

Conclusion

I order the parties to comply with the terms of settlement set out above.

The Landlord is granted an order of possession which will be effective on June 11, 2025, if the settlement amount is not received by the Landlord by June 10, 2025. If the settlement amount is paid by June 10, 2025, the order of possession will be of no force or effect. If necessary, the order of possession may be filed in and enforced as an order of the Supreme Court of British Columbia.

The Landlord is granted a monetary order in the amount of \$12,800.00. If the settlement amount is paid by June 10, 2025, the monetary order will be of no force or effect. If necessary, the monetary order may be filed in and enforced as an order of the Supreme Court of British Columbia.

Dated: May 20, 2025

Residential Tenancy Branch