

DECISION

Introduction

This hearing dealt with the Tenant's and Landlord's Applications for Dispute Resolution under the *Residential Tenancy Act* (the Act).

The Tenant applied for:

- cancellation of the Landlord's 10 Day Notice to End Tenancy for Unpaid Rent (10 Day Notice)

The Landlord applied 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
- a Monetary Order for damage to the rental unit or common areas under sections 32 and 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

Preliminary Matter

Residential Tenancy Branch Rules of Procedure, Rule 6.2, states that the Arbitrator may sever or dismiss the unrelated disputes contained in a single application with or without leave to apply.

Aside from the applications of the parties regarding the 10 Day Notice to End Tenancy and the unpaid rent, I am exercising my discretion to dismiss the Landlord's claim for damage as it is unrelated to the main issue in this case, and is made prematurely as the Tenant still has the opportunity to repair damage to the rental unit before their tenancy ends.

Therefore, the following issue is dismissed with leave to reapply:

- a Monetary Order for damage to the rental unit or common areas under sections 32 and 67 of the Act

I make no findings on the merits of the matter. Leave to reapply is not an extension of any applicable time limit.

Analysis

During the hearing the parties indicated their intention to settle their dispute, and reached an agreement on all issues other than the Landlord's damage claim, which was severed from the proceeding.

Under section 63 of the Act, the Arbitrator may assist the parties to settle their dispute, and under section 64.2 of the Act may record the terms of the settlement agreement into a Decision and Orders.

Both parties voluntarily agreed to the following terms of a final and binding settlement:

1. This tenancy will end on **August 31, 2025, by 1:00pm**. The Tenant, and anyone else occupying the rental unit, will vacate the rental unit by August 31, 2025, at 1:00pm.
2. The Landlord will retain the Tenant's security and pet damage deposits of \$1700.00, plus any applicable interest, in full and final satisfaction of the unpaid rent and unpaid utilities due for this tenancy.
3. Both parties agreed that these terms are the full settlement of all aspects of the Tenant's current application for dispute resolution.

Conclusion

To give effect to the settlement reached between the parties, and as discussed at the hearing, I make the following Orders.

I grant an Order of Possession to the Landlord effective **on August 31, 2025, after service of this Order** on the Tenant. The Landlord must serve this Order to the Tenant. The Tenant, and anyone else occupying the rental unit, must move out of the rental unit and return the vacant premises to the Landlord by August 31, 2025, at 1:00pm.

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.

I Order the Landlord to retain the Tenant's security and pet damage deposits of **\$1700.00**, plus any applicable interest, in full and final satisfaction of the unpaid rent and unpaid utilities due for this tenancy.

The Landlord's application for a Monetary Order for damage to the rental unit or common areas under sections 32 and 67 of the Act is dismissed, with leave to reapply.

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: August 12, 2025

Residential Tenancy Branch