

SETTLEMENT DECISION

Introduction

This hearing was convened in response to cross-applications by the parties pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

The landlord requested:

- 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 recover the filing fee for this application from the Tenant under section 72 of the Act

The tenant requested:

- 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
- a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act
- an order to suspend or set conditions on the Landlord's right to enter the rental unit under section 70(1) of the Act
- an order requiring the Landlord to comply with the Act, regulation or tenancy agreement under section 62 of the Act

Analysis

RTB Rules of Procedure 2.3 states that if in the course of a dispute resolution proceeding, the Arbitrator determines that it is appropriate to do so, the Arbitrator may dismiss unrelated disputes contained in a single application with or without leave to reapply. Both parties filed applications pertaining to a 10 Day Notice. The tenant also filed an application for monetary compensation. As the priority claim relates to the 10 Day Notice, I exercise my discretion to dismiss the tenant’s monetary claim, with leave to reapply. No findings have been made in relation to the tenant’s monetary claim. I note that liberty to reapply is not an extension of any applicable timelines.

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and 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 the hearing the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of both disputes pertaining to the 10 Day Notice and the issue of unpaid rent.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. Both parties agreed that this tenancy will end on August 31, 2025 at 1:00 p.m., by which date and time the Tenant and any other occupants will have vacated the rental unit.
2. Both parties agreed that the Landlord will be provided with a Monetary Order in the amount of \$2,810.00, which satisfies the outstanding rent for this tenancy up to August 31, 2025.
3. The Tenant agreed that the Landlord may serve them documents by way of email service, to the email as noted on the cover page of this Decision.
4. Both parties agreed that this settlement agreement constituted a final and binding resolution of each other's applications, with the exception of the tenants' monetary application, which is dismissed with leave to reapply.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

Conclusion

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue an Order of Possession to the Landlord, which is to take effect by 1:00 p.m. on August 31, 2025. The Landlord is provided with this Order in the above terms and the tenant must be served with this Order in the event that the Tenant does not abide by condition #1 of the above settlement. Should the Tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

In order to implement the above settlement reached between the parties, and as advised to both parties during the hearing, I issue a Monetary Order in the Landlord's favour in the amount of \$2810.00.

The Landlord is provided with this Order in the above terms and the tenant(s) must be served with a copy of this Order as soon as possible in the event that the Tenant does not abide by condition #2 of the above agreement. Should the Tenant(s) fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court

The Tenant's monetary portion of their application 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 15, 2025

Residential Tenancy Branch