

DECISION

Introduction

This hearing dealt with an application filed by both the Tenants and the Landlord under the Residential Tenancy Act (the "Act"):

The Tenants applied 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
- an order to suspend or set conditions on the Landlord's right to enter the rental unit under section 70(1) of the Act

The Landlord applied for:

- an Order of Possession based on unpaid rent 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

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

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 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 will pay the outstanding rent in the amount of \$4,235.00 to the Landlord in six equal installments of \$705.83.

2. The parties agree that the installment payments will be added to the monthly rent owing from November 1, 2025 to April 1, 2026, resulting in a total monthly payment of \$2,700.83 (\$1,995.00 base rent + \$705.83 installment).
3. The parties agree that if the Tenant fails to make any of the above-noted payments on time, the Landlord may issue a 10-Day Notice for unpaid rent.
4. The parties agree that the Tenant may make additional payments toward the outstanding debt at any time, and such payments may reduce the number of remaining installment payments.
5. The parties agree that once the debt is paid in full, the additional payments will cease, and rent will return to its baseline amount of \$1,995.00 per month.
6. The parties agree that the 10-Day Notice dated September 8, 2025, is cancelled and has no force or effect.
7. The parties agree that this tenancy will continue until it is ended in accordance with the Residential Tenancy Act.
8. The parties agree that these terms constitute the full and final settlement of all aspects of the Tenant's current application for dispute resolution.

Conclusion

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: October 15, 2025

Residential Tenancy Branch