

DECISION

Introduction

This hearing dealt with the parties' applications for dispute resolution under the *Residential Tenancy Act* (the "Act").

The Landlord applied for an order of possession of the rental unit based on a 10 day notice to end tenancy for unpaid rent under section 55 of the Act.

The Tenants applied for:

- cancellation of a 10 day notice to end tenancy for unpaid rent under section 46 of the Act;
- compensation of \$5,000.00 for damage or loss under the Act, the regulations, or the tenancy agreement under section 67 of the Act;
- a rent reduction of \$3,000.00 for repairs, services or facilities agreed upon but not provided under section 65(1)(f) of the Act;
- repairs to be made to the rental unit under sections 32(1) and 62(3) of the Act;
- the Landlord to provide services or facilities required under section 27 of the Act;
- suspending or setting conditions on the Landlord's right to enter the rental unit under section 70(1) of the Act;
- authorization to change the locks to the rental unit under section 70(2) of the Act;
- an order requiring the Landlord to comply with the Act, regulation or tenancy agreement under section 62(3) of the Act; and
- authorization to recover the Tenants' filing fee from the Landlord under section 72(1) of the Act.

The Landlord and the Tenants attended this hearing. All attendees gave affirmed testimony.

Settlement

Pursuant to section 63 of the Act, an arbitrator may assist the parties, or offer the parties an opportunity, to settle their dispute. Under section 64.2 of the Act, if the parties resolve their dispute by agreement, the arbitrator may record the agreement in the form of a decision or an order.

During the hearing, the parties agreed to a settlement of the issues raised in the parties' applications as follows:

1. This tenancy will end on November 30, 2025. The Tenants and any occupants will vacate the rental unit by 1:00 pm on November 30, 2025. The Landlord will be granted an Order of Possession of the rental unit effective 1:00 pm on November 30, 2025.
2. Any claim by the Landlord for unpaid rent and the Tenants' claims for compensation for work done in the rental unit and a rent reduction due to the lack of a working furnace, are set off against each other and cancelled out. This includes November 2025 rent which is waived by the Landlord due to the lack of a working furnace.
3. The Tenants will leave the rental unit reasonably clean and undamaged except for reasonable wear and tear at the end of the tenancy. The Tenants will not cause any malicious damage to the rental unit.

The parties gave verbal affirmation that they understood and agreed to the above settlement as final, binding, and enforceable.

Conclusion

By consent of the parties, I grant the Landlord an Order of Possession of the rental unit effective **1:00 pm** on **November 30, 2025**. If the Tenants or any occupants do not vacate as agreed upon, this Order may be served on the Tenants, filed with the Supreme Court of British Columbia, and enforced as an order of that Court.

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 27, 2025

Residential Tenancy Branch