

## **DECISION**

### **Introduction**

This decision is a settlement of the 10 Day Notice issued September 6, 2025. This decision may be read together with the previous interim decisions dated October 20, 2025, and October 30, 2025.

Tenant JZ and Witness HC attended for the Tenant. Landlord SH and Agent MM attended for the Landlord.

### **Analysis**

Under section 63 of the Act, the Arbitrator may assist the parties to settle their dispute. The settlement may be recorded in the form of a decision or an order.

### **Settlement Agreement**

During this hearing, both parties agreed to the following terms of a final and binding resolution of the 10 Day Notice issued September 6, 2025, and that they did so of their own free will.

1. The 10 Day Notice issued September 6, 2025, is hereby cancelled.
2. MM will draft a new tenancy agreement naming SH as the Landlord, and JZ and JH as the Tenants. The monthly rent will be set at \$3,500.00 due on the first day of each month. The Tenant will pay rent to SH by e-transfer.
3. The continuation of this tenancy depends on the following agreed payments.
4. **Rental Arrears:** The parties agree that the rental arrears owing for this tenancy is limited to \$16,000.00. The Tenant will make this payment via multiple e-transfers to SH, to the email address indicated on the cover page of this decision, beginning as soon as possible. The Tenant will pay the rental arrears of \$16,000.00 to SH by November 28, 2025.
5. **November and December 2025 Rent:** The Landlord will accept late rent for November and December 2025. The Tenant will make this payment via multiple e-transfers to SH beginning in December 2025. The Tenant will pay this rent, totaling \$7,000.00, by December 15, 2025.
6. **Conditional Order of Possession:** If the Tenant fails to pay either the rental arrears or rent owing as outlined above by the applicable due date, the Landlord may serve and enforce the Conditional Order of Possession, providing **seven (7)**

**days notice for the Tenant to vacate** the rental unit. This provision takes effect only upon the Tenant's failure to comply with term 4 or 5 above.

7. **Monetary Order:** If the Tenant fails to pay the rental arrears by November 28, 2025, the Landlord may serve and enforce the **Monetary Order for \$16,000.00**. If the Tenant fails to pay rent as agreed for November and December 2025, the Landlord may file an application for compensation.
8. Both parties agreed that these particulars comprise the full settlement of all aspects of the current applications for dispute resolution

## Conclusion

The 10 Day Notice issued September 6, 2025, is hereby cancelled. The tenancy continues on the above terms.

To give effect to the above settlement reached between the parties, I grant a **Conditional Order of Possession** to the Landlord effective **seven (7) days after service** of this Order on the Tenant. This Order takes effect only upon the Tenant's failure to comply with term 4 or 5 above. Should the Tenant or anyone 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 grant the Landlord a Monetary Order for **\$16,000.00**. The Landlord is provided with this Order, and the Tenant must be served with a copy of this Order as part of the enforcement process if required. Should the Tenant fail to comply with this Order, it may be filed and enforced in the Provincial Court of British Columbia (Small Claims 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: November 7, 2025

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Residential Tenancy Branch