

DECISION

Introduction and Service of Records

In this decision, the terms “Tenants”, “Landlord”, and “Rental Unit” are defined terms; definitions for the foregoing terms are provided on the cover page of this decision.

This hearing was convened under the *Residential Tenancy Act* (The **Act**) in response to cross applications from the parties.

The Tenants filed their application on November 5, 2025. The Tenants are seeking:

- 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 allow the Tenant to reduce rent for repairs, services or facilities agreed upon but not provided, under sections 27 and 65 of the *Act*.
- An order for the Landlord to make repairs to the rental unit under sections 32 and 62 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*.

The Landlord filed their application on November 10, 2025. The Landlord seeks the following:

- A Monetary Order for unpaid rent, pursuant to section 67 of the *Act*.
- An Order of Possession pursuant to section 55 of the *Act*.
- The return of their \$100.00 filing fee from the Tenants, pursuant to section 72 of the *Act*.

KF testified that the Tenants did not serve their Proceeding Package to the Landlord. The Landlord provided evidence showing that on November 13, 2025, they mailed their Proceeding Package to the Tenants, via Canada Post Registered Mail. KF acknowledged receipt of the Landlord's Proceeding Package, via registered mail, which I find was served pursuant to section 89(1) of the *Act*.

During the hearing, the parties indicated their intention to fully settle their two disputes at the hearing.

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 disputes.

Both parties agreed to the following terms of a final and binding resolution of both parties' applications 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 Tenants' application ending in the three digits 545, and all the claims made therein are dismissed, without leave to reapply.
2. The Landlord's 10 Day Notice to End Tenancy for Unpaid Rent, signed by the Landlord on October 20, 2025, is cancelled and is of no force or effect.
3. This tenancy will end by 10:45 AM, effective on December 5, 2025, by which time the Tenants and all occupants residing in the Rental Unit, will provide vacant possession of the Rental Unit to the Landlord.
4. The Landlord may enter the Rental Unit, beginning from 10:45 AM on December 5, 2025, in any manner possible, including by entering through an open window, or by hiring a locksmith to change the locks on the Rental Unit's doors.
5. The Landlord's claim for unpaid rent, from August 2025 to October 2025, in the amount of \$10,500.00 is dismissed, without leave to reapply (the Landlord has agreed to waive the Tenants' unpaid rent arrears).
6. Arbitrator NM will provide an Order of Possession, to the Landlord, effective December 5, 2025, after the Order is served to the Tenants.
7. The Tenants will make all reasonable efforts to provide the Landlord with the Rental Unit's keys by end of business day on December 5, 2025.
8. The parties agree that their counterparty may serve them records, for the purposes of the *Act*, at the email addresses copied on the cover page of this decision.
9. Both parties agreed that these particulars comprise the full settlement of all aspects of the parties' current applications for dispute resolution.

As both parties agreed that the above particulars comprise the full settlement of all aspects of the parties' current applications for dispute resolution, I make no orders respecting the Landlord's filing fee paid for their application.

Conclusion

During the hearing, the parties reached an agreement with respect to both parties' applications. The terms of the parties' agreement are outlined above.

To give effect to the settlement reached between the parties, and as discussed at the hearing, I grant an Order of Possession to the Landlord effective **December 5, 2025, after service of the attached Order of Possession to the Tenants**. Should the Tenants or any occupant on the premises fail to comply with the Order, the Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: December 5, 2025

Residential Tenancy Branch