



DECISION

Introduction

Pursuant to section 58 of the Residential Tenancy Act (the Act), I was designated to hear linked applications.

The Landlord's December 1, 2025 Application for Dispute Resolution under the Act is for:

- An Order of Possession under a 10-Day Notice to End Tenancy for Unpaid Rent or Utilities (the 10 Day Notice) pursuant to sections 46 and 55;
- A Monetary Order for unpaid rent and utilities, pursuant to section 67;
- An authorization to recover the filing fee for this application, under section 72.

The Tenant's December 9, 2025 Application for Dispute Resolution under the Act is 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.

Settlement

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 both 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:

- Both parties agree that the tenancy ends on January 31, 2026, at 1:00 PM, by which time the Tenant will have provided vacant possession of the rental unit to the Landlord;
- Both parties agree that there is currently \$3,926.00 outstanding unpaid rent from November 2025 through January 2026;

- The Tenant authorizes the Landlord to retain the full security deposit, including all accrued interest in the sum of \$623.67, as partial satisfaction of the outstanding rent;
- The Landlord agrees that they will do everything in their power, as soon as possible and in good faith, to get the Tenant's vehicle (currently held by a third party) returned to the Tenant;
- The Tenant agrees that when the rental unit is vacated it will be left in the reasonably same condition as per the move-in report;
- Both parties agreed that these particulars comprise the full settlement of all aspects of their current applications for dispute resolution.

Conclusion

The parties agreed to settlement on final and binding terms. I order both parties to comply with the terms of the settlement agreement and to do so in good faith.

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 **on January 31, 2026, at 1:00 PM, after service of this Order** on the Tenant. Should the Tenant or any occupant 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 also grant the Landlord a Monetary Order **in the amount of \$3,302.33** to be served to the Tenant as soon as possible. These Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders of that Court. Monetary Orders that are more than \$35,000.00 must be filed and enforced in 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: January 13, 2025

Residential Tenancy Branch