

## **DECISION**

### **Introduction**

This hearing dealt with two applications pursuant to the *Residential Tenancy Act* (Act). The Tenant's application for:

- cancellation of the Landlord's 10 Day Notice to End Tenancy for Unpaid Rent (10 Day Notice) under sections 46 and 55 of the Act

And the Landlords' application for:

- An Order of Possession based on the 10 Day Notice
- A monetary order for unpaid rent and compensation for monetary loss or other money owed
- Authorization to retain all or a portion of the Tenant's security deposit
- Authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

Those listed on the cover page of this decision attended the hearing and were affirmed. Words utilizing the singular shall also include the plural and vice versa where the context requires.

### **Preliminary Matters**

At the outset of the hearing, both parties provided the Landlord's full legal name, as listed on the Tenancy Agreement (TA) and the One Month Notice, and the name of the legal owner of the property, the latter also listed on the TA.

Further, the Tenant provided their legal name as listed on the TA.

Based on the testimony of the parties, the TA, and as per Residential Tenancy Branch (RTB) Rules of Procedure (Rules) Rule 4.2, I amended both applications to include the correct name of the Tenant and the Landlord.

### **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 Landlord'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 Tenant will vacate the rental unit by January 31, 2026.
2. The Tenant will pay to the Landlord rental arrears in the sum of \$7,980.00, no later than July 31, 2026.
3. These particulars comprise the full settlement of all aspects of the Tenant's current application and the Landlord's current application for dispute resolution.

Pursuant to section 62(3) of the Act, I make the following order:

**I ORDER** the parties to comply with their mutually settled agreement described above.

## **Conclusion**

The parties have been ordered to comply with the terms of their mutually settled agreement described above.

In order 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, 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.

In order to give effect to the above settlement reached between the parties, I grant a Monetary Order in the Landlord's favour in the amount of \$7,980.00. Should the Tenant fail to comply with this Order, the Order may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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: January 7, 2026

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Residential Tenancy Branch