

## **DECISION**

### **Introduction**

This hearing dealt with the Tenant's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) 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
- cancellation of the Landlord's One Month Notice to End Tenancy for Cause (One Month Notice) under section 47 of the Act

This hearing also dealt with the Landlord's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- an Order of Possession based on a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (10 Day Notice) under sections 46 and 55 of the Act
- an Order of Possession based on a One Month Notice to End Tenancy for Cause (One Month Notice) under sections 47 and 55 of the Act
- a Monetary Order for unpaid rent under section 67 of the Act
- authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

Tenant T.L.A. attended the hearing for the Tenant. Landlord M.A.B. and Landlord's Counsel T.B. attended the hearing for the Landlord.

### **Outcome**

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 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 will and without any element of coercion:

1. Both parties agreed to end the tenancy by mutual agreement effective March 1, 2026

2. Both parties agreed to cancel both the 10 Day Notice dated November 29, 2025, and the One Month Notice dated November 29, 2025
3. Both parties agreed the monthly rent is \$1,200.00, and due on the tenth day of each month
4. Both parties agreed that the Landlord waives the unpaid rent for June 2025 to November 2025
5. Both parties agreed that the Tenant must pay monthly rent for January and February of 2026
6. Both parties agreed that the Landlord must grant reasonable access to the Tenant between June 1, 2026, to June 15, 2026, for the Tenant to retrieve possessions such as:
  - fencing, cover all tent, livestock panels, dog panels, kennels, chain link fencing, raised garden beds, planter boxes, chicken coop and chicken pen, trampoline, water trough, scooters and bicycles
7. Both parties agreed that these particulars comprise the full settlement of all aspects of the tenant and the landlord current applications for dispute resolution.

## Conclusion

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 \$1,200.00 for January 2026's unpaid rent. The Landlord is provided with this Order. Should the Tenant fail to comply with the terms of the settlement agreement, the Tenant must be served with a copy of this Monetary Order as soon as possible. Should the Tenant fail to comply with this Monetary Order, the Order may be filed and enforced in the Provincial Court of British Columbia (Small Claims Court) if equal to or less than \$35,000.00.

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 March 1, 2026, after service of this Order** on the Tenant. Should the Tenant fail to comply with the terms of the settlement agreement and should the Tenant or any occupant on the premises fail to comply with this Order of Possession, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

This decision is made on the authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Act.

Dated: January 15, 2026

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Residential Tenancy Branch