

## **DECISION**

### **Introduction**

This hearing dealt with the tenant's Application dated July 21, 2023 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 (the 10 Day Notice) under sections 46 and 55 of the Act
- an order for repairs to the unit under section 32 of the Act
- an order requiring the landlord to provide services or facilities required by the tenancy agreement or law under section 27 of the Act

It also dealt with the landlord's Application dated September 13, 2023 for Dispute Resolution under the *Residential Tenancy Act* (the "Act") for:

- an order of possession following issuance of a 10 Day Notice to End Tenancy for Unpaid Rent under sections 46 and 55 of the Act
- a Monetary Order for unpaid rent and/or utilities under sections 46 and 55 of the Act
- an order allowing the landlord to retain the security or pet damage deposit under section 72 of the Act
- an order for the tenant to pay back the cost of the filing fee under section 72 of the Act

Both the landlord and the tenant attended the hearing. At the outset of the hearing the parties indicated their intention to settle their dispute.

### **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 the hearing the parties discussed the issues between them, turned their minds to compromise and achieved the following resolution of their dispute with the following terms:

- The parties mutually agree to end the tenancy. This tenancy will end at 1:00 p.m. on October 20, 2023 by which time the tenants and any other occupant will have vacated the rental unit;

- The tenants will pay the landlord \$7,500.00;
- The landlord will not repay the security deposit paid by the tenants;

Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute. As the parties resolved matters by agreement, I make no findings of fact or law with respect to the application before me.

## Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue an Order of Possession to the Landlord. The Landlord is required to serve this Order of Possession upon the Tenant and may enforce it as early as 1:00pm on October 20, 2023 should the Landlord be required to do so.

I grant the landlord a Monetary Order in the amount of **\$7,500.00**. The tenants must be served with **this Order** as soon as possible. Should the tenants fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order 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 *Residential Tenancy Act*.

Dated: October 3, 2023

---

Residential Tenancy Branch