

DECISION

Introduction

This hearing dealt with cross-applications by the parties pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

The Tenant Requested:

- 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

The Landlord Requested:

- 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
- a Monetary Order for unpaid rent under section 67 of the Act
- authorization to retain all or a portion of the Tenant's security deposit in partial satisfaction of the Monetary Order requested under section 38 of the Act
- authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

Analysis

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and 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.

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:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on July 15, 2025, by which time the Tenant, and any other occupant will have vacated the rental unit
2. The Tenant agreed that the landlord may retain their security deposit, plus applicable interest, of **\$710.26**, towards the outstanding rent owed for July 1, 2025 to July 15, 2025.
3. The Tenant agreed that they will pay to the landlord the outstanding rent for May and June 2025 in the following instalments: \$1,000.00 by July 21, 2025, \$1,000.00 by August 8, 2025, and the remaining \$978.56 by August 22, 2025.

Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable.

Conclusion

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

I ORDER the parties to comply with their mutually settled agreement specified above, comprised of 3 terms.

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue an Order of Possession to the landlord, effective July 15, 2025. The landlord is provided with this Order in the above terms and the tenant must be served with this Order **only** in the event that the tenant does not abide by condition #1 of the above settlement.

Should the tenant 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 **\$2,978.56**.

The Landlord is provided with this Order in the above terms and the tenants must be served with a copy of this Order as soon as possible in the event that the tenant does not abide by condition #3 of the above agreement. Should the tenant 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 Act.

Dated: July 9, 2025

Residential Tenancy Branch