

## **DECISION**

### **Introduction**

This hearing dealt with cross applications including:

The Tenant's June 13, 2025, 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) and an extension of the time limit to dispute the 10 Day Notice under sections 46 and 66 of the Act

The Landlord's June 24, 2025, 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
- 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

The Tenant attended the July 11, 2025, teleconference hearing to represent their family who are the other Tenants in the rental unit.

The Landlord, a corporate entity, was represented by their Building Manager M.K.

During the hearing the parties indicated their intention to settle their dispute.

### **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 their respective 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:

1. The 10-Day Notice dated June 6, 2025, is cancelled and this tenancy continues until it is ended in accordance with this Act.
2. The Tenant currently owes the Landlord \$5,080.00 in rent and late/NSF fees for June and July 2025, all of which must be paid in full to the Landlord before end of business day on July 18, 2025.
  - a) The Landlord requests payment of June related rent and fees in the amount of \$2,540.00 before end of day July 11, 2025.
3. The Tenant is required to pay August 2025 rent in full on August 1, 2025, and is required to pay rent for all subsequent months that this tenancy continues, on the first of the month.
4. If the Tenant fails to pay all monies as required by this Settlement Agreement or the tenancy agreement, the Landlord will issue:
  1. A new 10-Day Notice to End Tenancy under section 46 of the Act.
  2. A One-Month Notice to End Tenancy under section 47(1)(b) of the Act for repeated late payment of rent.
5. The RTB will refund the \$100.00 filing fee to the Landlord as a condition of this settlement agreement – the Tenant was not charged a filing fee for this application.
6. Both parties agreed that these particulars comprise the full settlement of all aspects of their respective applications for dispute resolution.

## **Conclusion**

The parties agreed to settle and so I provide no findings on the merits of this dispute.

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 11, 2025

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Residential Tenancy Branch