

DECISION

Introduction

This hearing was convened as a result of the parties' Applications for Dispute Resolution under the *Residential Tenancy Act* (the "Act").

Tenants AD and EV applied for:

- cancellation of a 10 day notice to end tenancy for unpaid rent or utilities dated June 5, 2025 (the "10 Day Notice") under section 46 of the Act;
- compensation of \$5,000.00 under section 67 of the Act;
- disputing a rent increase of \$150.00 under section 41 of the Act;
- repairs to the rental unit under section 32(1) of the Act;
- the Landlord to provide services or facilities under section 27 of the Act; and
- an order that the Landlord comply with the Act, the regulations, or the tenancy agreement under section 62(3) of the Act.

The Landlord applied for:

- an order of possession of the rental unit based on the 10 Day Notice under section 55 of the Act;
- compensation of \$2,000 for unpaid rent under section 67 of the Act; and
- authorization to recover the Landlord's filing fee from the Tenants under section 72(1) of the Act.

The Landlord and Tenants AD, EV, and JM attended this hearing. All attendees gave affirmed testimony.

Amendment of Style of Cause

The parties' applications identified different individuals as tenants. I find that according to the parties' tenancy agreement signed on January 5, 2022, the tenants were AD, EV, JM, JD, SH, and JL. AD confirmed that SH and JL previously moved out of the rental unit.

I find the Landlord's application included two other individuals who did not sign the tenancy agreement. As such, I do not find those individuals to be tenants.

I find the remaining Tenants are AD, EV, JM, and JD. Pursuant to section 64(3)(c) of the Act, I have amended both applications to include the same tenants and to unify the style of cause.

Settlement

Pursuant to section 63 of the Act, an arbitrator may assist the parties, or offer the parties an opportunity, to settle their dispute. Under section 64.2 of the Act, if the parties resolve their dispute by agreement, the arbitrator may record the agreement in the form of a decision or an order.

During the hearing, the parties agreed to a settlement of all issues in respect of this tenancy as follows:

1. This tenancy will end on July 18, 2025. The Tenants and any occupants will vacate the rental unit by 1:00 pm on July 18, 2025. The Landlord will be granted an order of possession effective 1:00 pm on July 18, 2025. The Tenants will remove their belongings and clean out the top of the house by that date.
2. The Landlord is authorized to retain the Tenants' security deposit in full.
3. The parties will not make any further applications for dispute resolution against each other in respect of this tenancy.

The parties gave verbal affirmation that they understood and agreed to the above settlement as final, binding, and enforceable.

Conclusion

The parties have settled this matter as recorded above.

By consent of the parties, I grant the Landlord an Order of Possession effective **1:00 pm on July 18, 2025**. If the Tenants or any occupant does not vacate as agreed upon, this Order may be served on the Tenants, filed with the Supreme Court of British Columbia, 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 11, 2025

Residential Tenancy Branch