



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ALRIC HOLDINGS INC  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, FF

### Introduction

This hearing was convened in relation to the landlord's application pursuant to the *Residential Tenancy Act* (the Act) for:

- an order of possession for unpaid rent pursuant to section 55;
- a monetary order for unpaid rent pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover its filing fee for this application from the tenant pursuant to section 72.

The tenant's agent appeared. The tenant's agent confirmed that he had full authority to act on the tenant's behalf. The tenant's agent did not raise any issues with service of documents.

The landlord's agent appeared. The landlord's agent confirmed that he had full authority to act on behalf of the landlord.

This dispute relates to enforcement of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the 10 Day Notice), which was issued 11 April 2015. The 10 Day Notice was prepared on a form dating from 1999. This form makes reference to an enactment no longer in force.

In the course of the hearing the parties were able to agree to terms by which this tenancy would end.

### Analysis

Pursuant to section 63 of the Act, an 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. During the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

During this hearing, the parties reached an agreement to settle their dispute under the following final and binding terms:

1. The landlord agreed to withdraw its application.
2. The landlord agreed to withdraw the 10 Day Notice.
3. The tenant agreed to return possession of the rental unit to the landlord on or before one o'clock in the afternoon on 30 June 2015.
4. The tenant agreed to pay, on or before 1 July 2015, to the landlord \$2,000.00 to satisfy the rent arrears to the end of this tenancy.
5. The tenant agreed that the landlord would retain the tenant's security deposit.

Each party stated that he understood the terms of this agreement. Each party agreed to this agreement. The parties agreed that these particulars comprise the full and final settlement of all aspects of their disputes for both parties.

### Conclusion

The landlord's application is withdrawn. The landlord's 10 Day Notice is cancelled.

The monetary order is to be used if the tenant does not pay \$2,000.00 to the landlord in accordance with their agreement. The landlord is provided with this order in the above terms and the landlord should serve the tenant with this order so that it may enforce it in the event that the tenant does not pay the outstanding rent as set out in their 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 orders of that Court.

The attached order of possession is to be used by the landlord if the tenant does not vacate the rental premises in accordance with their agreement. The landlord is provided with this order in the above terms and the landlord should serve the tenant with this order so that it may enforce it in the event that the tenant does not vacate the premises by the time and date set out in their agreement. 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.

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

Dated: June 08, 2015

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Residential Tenancy Branch

