



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PROTECTION PROPERTY MANAGEMENT REALTY LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, FF

Introduction

This hearing dealt with 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; and
- authorization to recover its filing fee for this application from the tenants pursuant to section 72.

Both tenants appeared. The landlord's agent appeared. The landlord's agent is an employee of the landlord.

At the beginning of the hearing the tenants expressed that they would be willing to leave to the tenancy on or before 15 July 2015.

The tenants did not raise any issues with service of the dispute resolution package. The tenants disputed service of the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the 10 Day Notice). I explained to the tenants that the landlord's application could be disposed of in two ways: settlement or adjudication. I asked the tenants if they were sure that they wished to enter into the settlement arrangement given the service issue. The tenants confirmed that they wished to enter into the settlement arrangement notwithstanding that they contested service of the 10 Day Notice.

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 tenants agreed to provide possession of the rental unit to the landlord on or before one o'clock in the afternoon on 15 July 2015.
4. The tenants agreed that the landlord could retain the tenants' security deposit.
5. The landlord agreed that if the tenants provided possession to the landlord on or before 15 July 2015, the landlord would waive collection of the remaining rent arrears.

Each party stated that they understood the terms of this agreement. Each party stated that they agreed to the terms of 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 landlord may retain the tenants' security deposit.

The attached order of possession is to be used by the landlord if the tenant(s) do(es) 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(s) with this order so that it may enforce it in the event that the tenant(s) do(es) not vacate the premises by the time and date set out in their agreement. Should the tenant(s) 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: July 06, 2015

Residential Tenancy Branch