



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding NORTH PARK MANOR SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, MNR, MNSD, FF, CNC, MT

Introduction

This hearing convened as a result of cross applications. In the Landlord's Application for Dispute Resolution they sought an Order for Possession based on Cause, a Monetary Order for unpaid rent, to retain the security deposit and to recover the filing fee. The Tenant sought more time to make an application to cancel the Notice, as well as an Order canceling the Notice to End Tenancy issued for cause.

This hearing convened on January 7, 2015. By interim decision dated January 9, 2015 I adjourned the hearing to February 5, 2015 to allow the Tenant time to obtain a translator.

During the continuation of the hearing the parties reached a comprehensive settlement. Pursuant to section 63 of the *Residential Tenancy Act*, I record their agreement in this my decision and resulting Order. The terms of the parties agreement is as follows:

1. The Tenant shall vacate the rental premises by no later than **1:00 p.m. on February 28, 2015**. The Landlord is entitled to an Order of Possession effective at that time. This order may be filed in the Supreme Court and enforced as an order of that Court.
2. The parties agree that the Landlord is entitled to the sum of \$354.52 representing the outstanding rent and \$50.00 filing fee. The Landlord may retain the Tenant's security deposit in the amount of \$215.00. The Landlord will not seek repayment of the balance owing, namely \$139.52.
3. The Tenant will not request return of the \$30.00 key deposit. The Landlord may retain this sum.

Conclusion

The parties resolved all matters by agreement. The Landlord is granted an Order of Possession effective February 28, 2015 at 1:00 p.m., may retain the Tenant's \$215.00 security deposit and \$30.00 key deposit. The Landlord will not seek repayment of the \$139.52 owing by the Tenant to the Landlord for outstanding rent.

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

Dated: February 10, 2015

Residential Tenancy Branch

