



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding TYCON PROPERTIES LTD.  
and [tenant name suppressed to protect privacy]

## DECISION

Dispute Codes      OPR MNR MNSD MNDC FF

### Introduction

This hearing was convened as a result of the landlord's application for dispute resolution under the *Residential Tenancy Act* (the "Act"). The landlord applied for an order of possession for unpaid rent, a monetary order for unpaid rent, for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, for authorization to keep all or part of the tenant's security deposit and pet damage deposit, and to recover the cost of the filing fee.

The tenant and an agent for landlord (the "agent") attended the teleconference hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me.

Neither party raised any concerns with the service of documentary evidence.

### Settlement Agreement

During the hearing, the parties agreed to settle these matters, on the following conditions:

1. The tenant owes **\$18,800.00** to the landlord, comprised of rent owing up to and including the month of February 2016 and the \$100.00 filing fee, as the tenant continues to occupy the rental unit. The tenant has surrendered his full security deposit and pet damage deposit leaving a balance owing to the landlord in the amount of \$18,800.00. The landlord is granted a monetary order pursuant to section 67 of the Act in the amount of \$18,800.00.
2. The tenant agrees to pay the landlord **\$2,200.00** by **February 1, 2016 by 4:00 p.m.**

3. The landlord is granted an order of possession effective **two (2) days after service on the** tenant, which the landlord agrees not to serve on the tenant until February 27, 2016 if the tenant complies with #2 above. Should the tenant fail to comply with #2 above, the landlord may serve the tenant with the 2 day order of possession on February 1, 2016 **after 4:00 p.m.**
4. The landlord agrees to withdraw his application in full as part of this mutually settled agreement.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*

### Conclusion

I order the parties to comply with the terms of their mutually settled agreement.

The landlord has been granted a two (2) day order of possession which may be served on the tenant as described above. Should the landlord require enforcement of the order of possession, the landlord must serve the tenant and the order may be filed in the Supreme Court of British Columbia and enforced as an order of that court.

The landlord has been granted a monetary order in the amount of \$18,800.00. This order must be served on the tenant and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: January 27, 2016

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Residential Tenancy Branch

