

## **DECISION**

Dispute Codes      MNDC FF

### **Introduction**

This hearing dealt with an Application for Dispute Resolution by the Landlord to obtain a Monetary Order for money owed or compensation for damage or loss under the Act and to recover the cost of the filing fee from the Tenants for this application.

Service of the hearing documents was done in accordance with section 89 of the *Act*, sent via registered mail on August 6, 2009. The Tenants are deemed to be served the hearing documents on August 11, 2009, the fifth day after they were mailed as per section 90(a) of the *Act*. The Tenants confirmed receipt of the hearing documents.

The Landlord and both Tenants appeared, acknowledged receipt of evidence submitted by the other, gave affirmed testimony, were provided the opportunity to present their evidence orally, in writing, in documentary form, and to cross exam each other.

All of the testimony and documentary evidence was carefully considered.

### **Issues(s) to be Decided**

Is the Landlord entitled to a Monetary Order under sections 67 and 72 of the *Residential Tenancy Act*?

### **Background and Evidence**

The tenancy began on July 1, 2008 and ended in early March 2009. Both parties attended dispute resolution on July 23, 2009 where a monetary order was issued in favour of the Tenants.

The Landlord testified that the Tenants served her by faxing a copy of the July 23, 2009 monetary order to her place of employment on July 28, 2009, which caused the Landlord “embarrassment and humiliation”, for which the Landlord is seeking \$1,000.00 in damages.

The Male Tenant testified and confirmed that the monetary order was served to the Landlord by registered mail and by faxing a copy of the order to a fax number that was previously provided to the Male Tenant's roommate, his sister.

The Landlord argued that her fax number was not provided to the Male Tenant and was not written on the Male Tenant's tenancy agreement. The Landlord confirmed that she wrote her fax number on the Male Tenant's Sister's tenancy agreement but that it was only to be used for the Sister to send the Landlord her application.

### Analysis

The Landlord is seeking aggravated damages against the Tenants for actions the Tenants took four months after the tenancy ended. Section 67 of the Act provides that if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the Dispute Resolution Officer may determine the amount of, and order that party to pay, compensation to the other party.

In this case I find that the Tenants' method of service of the monetary order does not fall within the jurisdiction of the Residential Tenancy Act as the tenancy ended four months prior to the service. The service of the order is directly related to the collection of the monetary order, an order that is enforceable through Provincial Court. Based on the aforementioned, I hereby dismiss the Landlord's application for want of jurisdiction.

### Conclusion

I HEREBY DISMISS the Landlord's application, without leave to reapply.

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: November 25, 2009.

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Dispute Resolution Officer