



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MND MNDC MNSD FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlords to obtain a Monetary Order for damage to the unit, site or property, for money owed or compensation for damage or loss under the Act, regulation, or tenancy agreement, to keep all or part of the security deposit, and to recover the cost of the filing fee from the Tenants for this application.

Service of the hearing documents, by the Landlord to the Tenant (MM), was done in accordance with section 89 of the Act, sent via registered mail on May 15, 2012, plus via regular mail and by e-mail.

Service of the hearing documents, by the Landlord to the Tenant (AF), was “not” done in accordance with section 89 of the Act, as they were sent via registered mail on May 15, 2012, to an address where the Tenant does not reside and again by e-mail which is not an approved form of service.

The Landlord and Tenant (MM) appeared at the teleconference hearing, acknowledged receipt of evidence submitted by the other and gave affirmed testimony. No one appeared on behalf of the Tenant (AF) and I continued in her absence as she was a co-tenant with Tenant (MM) and therefore they are jointly and severally liable. A summary of the testimony is provided below and includes only that which is relevant to the matters before me.

### Issue(s) to be Decided

1. Have the parties agreed to settle this matter?

### Background and Evidence

During the course of this proceeding the parties agreed to settle these matters.

### Analysis

Section 88(1) of the *Residential Tenancy Act* and Section 3.1 of the *Residential Tenancy Rules of Procedures* determines the method of service for documents. The Landlords have applied for a monetary Order which requires that the Landlords serve **each** respondent as set out under *Residential Tenancy Act*.

In this case I find that only one of the two Tenants has been properly served with the Notice of this proceeding. Therefore, I find that the request for a monetary Order against both Tenants must be amended to include only the Tenant (MM) who has been properly served with Notice of this Proceeding. As the second Tenant (AF) has not been properly served the Application for Dispute Resolution as required, the monetary claim against her is dismissed without leave to reapply.

The parties agreed to settle these matters on the following terms:

- 1) The Landlords agree to withdraw their application in favour of this settlement; and
- 2) The Landlords will retain the security deposit and interest of \$675.00; and
- 3) The Tenant agrees to pay the Landlord **\$1,350.00** on or before July 18, 2012 as full satisfaction of this claim.

The Landlord has been granted a Monetary Order in support of the aforementioned agreement. I decline to award recovery of the filing fee as this matter has been settled.

#### Conclusion

The Landlord has been issued a Monetary Order in the amount of **\$1,350.00**. This Order is legally binding and must be served upon the Tenant in the event that payment is not received in accordance with the aforementioned settlement agreement.

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: July 11, 2012.

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Residential Tenancy Branch