



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes** MNDC, MND, MNR, MNSD, FF

### **Introduction**

This Hearing dealt with the Landlords' Application for Dispute Resolution seeking compensation for damage or loss under the Act, regulation or tenancy agreement; a Monetary Order for damages and unpaid rent; to apply the security deposit in partial satisfaction of the Landlords' monetary award; and to recover the cost of the filing fee from the Tenants.

The Landlords initially filed their Application for Dispute Resolution on August 8, 2012. They amended their Application on August 24, 2012.

The Hearing was attended by the male Tenant and both Landlords. The female Tenant did not sign into the Hearing.

The parties gave affirmed testimony at the Hearing.

The Landlords testified that they served the female Tenant with the Notice of Hearing documents including their amended Application for Dispute Resolution by mailing them to her, by registered mail, to the rental unit on August 29, 2012. However, the Landlords stated that the female Tenant moved out of the rental unit on or about August 16, 2012, as a result of an Order of Possession awarded to the Landlord on August 14, 2012.

Section 89(1)(c) of the Act allows service of an Application for Dispute Resolution to be made by sending a copy by registered mail to the address at which the person resides. The Tenant did not reside at the rental unit on August 29, 2012, and therefore the Landlords have not provided proof that the female Tenant was served with the Notice of Hearing documents.

The Hearing continued against the male Tenant only.

### **Settlement Agreement**

This tenancy began on July 1, 2011. During the course of the Hearing, it was

determined that the male Tenant moved out of the rental unit on June 25, 2012 and that the Landlords had agreed that the tenancy with the male Tenant ended on that day.

As co-tenants are jointly and severally responsible for debts and damages incurred over the course of a tenancy, during the course of the Hearing the parties agreed on terms to settle the Landlords' application **against both Tenants up to and including June 25, 2012**. Pursuant to the provisions of Section 63 of the Act, and at the request of the parties, I have recorded the terms of the settlement agreement as follows:

1. The Landlords withdraw their Application for Dispute Resolution;
2. The male Tenant will pay the Landlords the sum of **\$925.00**;
3. The Landlords will keep the **\$675.00** security deposit and the **\$325.00** pet damage deposit in full and final settlement of damages to the rental unit that occurred prior to June 25, 2012.

### **Finding**

I find that the co-tenancy ended on June 25, 2012, and that any tenancy that may have been in place with the female Tenant after that date is not before me.

### **Conclusion**

In support of this settlement I hereby provide the Landlords a Monetary Order in the amount of **\$925.00** against the male Tenant. This Order must be served on the male Tenant and may be filed in the Provincial Court of British Columbia (Small Claims) and enforced as an Order of that Court.

The Landlords will keep the security and pet damage deposits in full satisfaction of damages that occurred prior to June 25, 2012.

**The Landlords are at liberty to reapply against the female Tenant for debt and damages that occurred after June 25, 2012.**

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: September 10, 2012.

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Residential Tenancy Branch