



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPR; MNR; FF

Introduction

This is the Landlord's application for an Order of Possession; a Monetary Order for unpaid rent; and to recover the cost of the filing fee from the Tenants.

The parties gave affirmed testimony at the Hearing.

The Landlord's agent testified that he served the Tenants with the Notice of Hearing documents by handing both of the Tenants' copies to the adult son of the Tenant MC at the forwarding address the Tenants gave. He stated that the adult son stated that he would be sure to provide both Tenants their copies.

The Landlord did not serve either of the Tenants in accordance with the provisions of Section 89 of the Act, however the male Tenant signed into the teleconference and therefore I am satisfied that he was sufficiently served, in accordance with the provisions of Section 71(2)(c) of the Act.

The Landlord's agent indicated that he wished to proceed against the male Tenant only. Tenants are jointly and severally responsible for the payment of rent under a tenancy agreement. In other words, the Landlord may choose to seek a monetary award against one or both of the Tenants. As the Landlord did not serve the female Tenant, as required by Section 89(1) of the Act, the Landlord's monetary claim against her is **dismissed without leave to reapply**. It will be up to the Tenants to apportion any indebtedness between themselves.

Preliminary Matter

At the outset of the Hearing, the parties stated that the tenancy ended in October of 2011. The Landlord withdrew his application for an Order of Possession.

Settlement Agreement

During the course of the Hearing, the parties agreed on terms to settle all claims with respect to this tenancy. 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 Landlord withdraws his Application for Dispute Resolution;
2. No security deposit was paid to the Landlord.
3. The Tenant will pay the Landlord the sum of **\$5,900.00** in full and final settlement of all claims with respect to this tenancy.

Conclusion

In support of this settlement and with the agreement of both parties I hereby provide the Landlord a Monetary Order against the male Tenant in the amount of **\$5,900.00**. After service of this Order upon the male Tenant, the Order may be filed in the Provincial Court of British Columbia (Small Claims Court) and enforced as an Order of that Court.

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 23, 2012.

Residential Tenancy Branch