



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNR, MNSD, MNDC, FF

Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord requested compensation for unpaid rent, compensation for damage or loss under the Act, to retain the security deposit and to recover the filing fee from the tenants for the cost of this Application for Dispute Resolution.

The male co-tenant and landlord were present at the hearing. At the start of the hearing I introduced myself and the participants.

The male co-tenant provided affirmed testimony that he received his copy of the landlord's hearing package and evidence which was mailed to the female tenant's forwarding address. The female tenant received both copies of the hearing package and gave the male co-tenant his package. On July 17, 2013 the female co-tenant gave the male co-tenant the landlord's evidence submission.

The landlord provided a copy of a Canada Post registered mail receipt and tracking number, as evidence of service to the female co-tenant. The mail was sent on April 30, 2013 and was then returned to the landlord. A copy of the envelope was supplied as evidence that was marked by Canada Post as moved or unknown. The female tenant did not claim her registered mail package, which was sent to an address that had been provided by the tenant after the tenancy had ended.

I find that the female co-tenant was served with notice of the hearing, to the address which she provided to the landlord. Refusal to claim registered mail does not allow a party to avoid service.

Mutually Settled Agreement

The landlord and tenant present at the hearing confirmed the details of the signed tenancy agreement that was supplied as evidence. Both tenants signed the agreement; resulting in the creation of a co-tenancy. When there is a co-tenancy each tenant is jointly and severally liable; this was not disputed by the parties.

The male co-tenant stated that he and the landlord had reached a mutually settled agreement that the landlord may retain the \$800.00 security deposit in full satisfaction of the landlord's claim.

The landlord confirmed that agreement had been reached.

The parties agreed that no further claims will be made against the other in relation to this tenancy.

Therefore, pursuant to section 63(2) of the Act, I find that the mutual agreement is of force, that the landlord is entitled to retain the \$800.00 security deposit and that all matters between the parties are settled. Therefore, neither party may proceed with any further claim against the other, including the female co-tenant.

As a co-tenant I find that the male tenant is fully entitled to act on behalf and make agreements on behalf of his co-tenant.

Conclusion

The landlord is entitled to retain the \$800.00 security deposit.

The claim has been mutually settled; no further claims will be made by either party.

This decision and agreement 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 22, 2013

Residential Tenancy Branch