



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding FIRST SERVICE RESIDENTIAL  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND, MNDC, FF

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("Act") for:

- a monetary order for damage to the rental unit and for money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement, pursuant to section 67; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The two tenants, tenant AW ("male tenant") and tenant SC ("female tenant"), did not attend this hearing, which lasted approximately 16 minutes. The landlord's two agents, landlord KF ("landlord") and "landlord SY" attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlord confirmed that she was the property manager and landlord SY was the relief manager for the landlord company named in this application and that both had authority to represent it as an agent at this hearing.

At the outset of the hearing, the landlord confirmed that the landlord's application had settled between the landlord and male tenant on the morning of this hearing date. The landlord provided a facsimile with copies of two emails, both dated October 27, 2016, between the landlord and male tenant, confirming that the matter had resolved.

The landlord confirmed the agreement that the male tenant would pay \$1,509.00 total to the landlord in full satisfaction of the landlord's application, which includes \$273.00 for pest control, \$549.00 for dishwasher replacement, and \$687.00 for suite cleaning. The landlord confirmed that \$500.00 was due immediately and the remaining \$1,009.00 was due by December 20, 2016, as per the agreement.

I reviewed the written agreement and confirmed that the landlord and male tenant reached a settlement as per the above terms cited by the landlord, on October 27, 2016 and the male tenant had accepted service by email as indicated in his email. As there was no reference in the emails to the female tenant accepting these settlement terms, only specifically the male tenant accepting the terms, the monetary order will only be enforceable against the male tenant, not the female tenant. I notified the landlord that as the second payment of \$1,009.00 was not due until December 20, 2016, she could not serve or enforce the total monetary order issued at this hearing against the male tenant until after that date.

The landlord stated that as part of the agreement, she was not pursuing the landlord's application for the \$100.00 filing fee and March 2016 rent loss in the amount of \$2,152.00. I advised her that these portions of the landlord's application were dismissed without leave to reapply.

### Conclusion

The landlord's application for the \$100.00 filing fee and March 2016 rent loss of \$2,152.00 is dismissed without leave to reapply.

I issue a monetary order in the landlord's favour in the amount of \$1,509.00 against the male tenant only. The male tenant must be served with this Order as soon as possible. Should the male tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial 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: October 27, 2016

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Residential Tenancy Branch