

## **DECISION AND REASONS**

Dispute Codes: MNR, MNSD, & FF

### Introduction:

This hearing dealt with an application by the landlord seeking compensation for lost rent and requesting to retain the tenants' security deposit plus interest in partial satisfaction of this claim.

The landlord stated that she intended to seek compensation for damage to the rental unit as well, comprised of cleaning the unit, carpet cleaning and drape cleaning. However, the landlord did not indicate this in her application for dispute resolution. The particulars of the landlord's claim, including the cleaning costs, were provided to the tenant and the Residential Tenancy Branch before the hearing. I accept the landlord mistakenly did not fill out the application for dispute resolution but did provide the details of the dispute to the tenants. As a result I amend the landlord's application to include a claim for damages related to cleaning the rental unit in addition to the claim for outstanding rent.

Only one of the tenants appeared for the hearing. It was established that the landlord received only one forwarding address and sent both copies of the documents to that address. I am satisfied that one of the tenants' was served with notice of this application and hearing.

### Issues to be Determined:

Is the tenant served with notice of this application and hearing still a tenant? Has the landlord established a claim for lost rent and cleaning costs to the rental unit?

### Background and Evidence:

This tenancy began August 1, 2008 for the monthly rent of \$1,114.00 and a security deposit of \$557.00 paid on July 15, 2008. There were two tenants named on the tenancy agreement.

The tenants, identified in this decision as tenant A and B, had domestic problems which escalated in November 2008. On November 9, 2008 the police became involved and tenant B verbally indicated to the landlord that she would be vacating the rental unit as a result of these problems. The landlord indicated to tenant B that she needed notice in writing. Notice in writing was eventually provided on November 18, 2008. Tenant B vacated the rental unit effective November 28, 2008, giving the landlord a forwarding address and the keys to the rental unit.

During this time period the landlord stated that she was a "go between" the tenants. She was told by Tenant A however that he would be remaining in the rental unit and continuing with the tenancy. However, on December 1, 2008 the landlord entered the rental unit, after providing proper notice, and discovered the rental unit was abandoned. There was only some living room furniture left behind. She has received no contact from tenant A.

The landlord filed this application and served tenant B with notice of this hearing. The landlord is claiming the following costs due to the tenants' failure to give 30 days notice to vacate and failing to return the rental unit in a reasonable clean and undamaged condition:

Carpet cleaning	\$75.00
Drape cleaning	\$65.00
General cleaning of unit	\$75.00
Removal of abandoned furniture	\$150.00
Unidentified charge in November 2008	\$100.00
Loss of rent for December 2008	\$1,114.00
Outstanding late payment of rent charge from September 2008	\$25.00
<b>Total</b>	<b>\$1,604.00</b>

#### Analysis:

The first question is whether tenant B remained a legal tenant under the tenancy agreement. In this respect I find that she did because proper 30 days notice in writing was not provided. In a tenancy agreement with two tenants, both remain jointly and severally liable for any damages until the effective date of the end of the tenancy. This means that the landlord can recover the full amount of loss or damages from all or anyone of the tenants. In the circumstances before me the effective date of the end of the tenancy would be December 31, 2008. If tenant A had continued with the tenancy and paid the rent owed on December 1, 2008 then it could be found that tenant B was no longer attached to the tenancy. This is not the circumstance before me.

Most of the claim by the landlord is supported by the tenancy agreement. It is the responsibility of tenants to ensure the rental unit is clean and undamaged. This tenancy agreement also included an obligation on the tenants to have the drapes cleaned. I do not accept the claim of \$100.00 which is not supported. I also deny the cost for removing the furniture since this appears to have been completed by a third party and the landlord did not include a receipt supporting the amount claimed.

I find that the landlord has established a total monetary claim of \$1,404.00 including the recovery of the \$50.00 filing fee paid for this application. From this sum I Order that the landlord may retain the tenants' security deposit plus interest of \$560.88 in partial satisfaction of this claim.

I grant the landlord a monetary Order for the sum of **\$843.12**. This Order may be served and enforced on either tenant. This Order may be filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

#### Conclusion:

I have granted the landlord's application for a monetary claim in part. The responsibility falls to the tenants to apportion among themselves the amount owing to the landlord.

Dated January 26, 2009.

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Dispute Resolution Officer