

## **DECISION**

Dispute Codes      MNDC, MNSD, FF

### Introduction

This hearing dealt with the Landlords' Application for Dispute Resolution, seeking compensation under the tenancy agreement and the Act.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

### Issues(s) to be Decided

Are the Landlords entitled to monetary compensation under the Act or tenancy agreement?

### Background and Evidence

This tenancy began on January 1, 2009, under a written tenancy agreement, signed by the parties on December 6, 2008.

The monthly rent was \$2,100.00 payable on the first day of the month, and the Tenants paid a security deposit of \$1,050.00, in two payments and fully paid on February 1, 2009.

On or about February 9, 2009, two of the four Tenants gave the Landlord verbal notice they were ending the tenancy effective on February 15, 2009.

The Landlords treated the Tenants as co-tenants, and explained to all of them that all the Tenants would have to vacate under the notice to end tenancy.

Although the Landlords followed the Act in giving two opportunities to do an outgoing condition inspection report, the latter one in writing posted to the rental unit door, the Tenants did not make themselves available to do the outgoing condition inspection report.

The Landlords are claiming for \$60.00 for garbage hauling, \$132.30 for dump fees, \$22.40 for carpet cleaning, \$264.00 for cleaning the unit, \$54.16 for paint used to touch up a wall in the unit, \$80.75 for propane used, \$2,100.00 in rent for March 2009, and \$50.00 for the filing fee for the Application.

The Tenants object to paying the rent for the month of March, claiming they did not sign a term agreement, so there is no loss of rent to the Landlords. They agree the rental unit was not properly cleaned, nor was all their property and refuse removed from it.

### Analysis

Based on the affirmed testimony, documentary and photographic evidence, and on a balance of probabilities, I find in favour of the Landlords.

I find that the Tenants failed to give the notice to end tenancy as required under the Act. The Tenants did not give a month Notice, and therefore, the Landlords were unable to re-rent the unit for March of 2009. The Tenants are therefore liable for one month of rent.

I also find the Tenants did not remove their garbage and property from the unit, failed to clean and repair the unit, and did not participate in the end condition inspection report. They are liable for these losses to the Landlords as well.

The Landlords were in error when they refunded a portion of the security deposit (\$300.00) to two of the Tenants. I find that all of these Tenants were co-Tenants and are therefore jointly responsible for meeting the requirements of the tenancy agreement.

The law places the responsibility on the Tenants to apportion among themselves the amount owing to the Landlord. Furthermore, as co-tenants they are jointly and severally liable for debts and damages relating to the tenancy. This means the Landlord may recover the full amount of money due from both, or any one, of the Tenants.

I find that the Landlords have established a total monetary claim of **\$2,763.61**, comprised of \$2,713.61 for the amounts described above and the \$50.00 fee paid by the Landlords for this application.

I order that the Landlord retain the residue of the deposit and interest of \$750.00 in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of **\$2,013.61**. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

### Conclusion

The Tenants breached the Act and tenancy agreement by failing to give the Notice to End Tenancy as required under the Act. The Tenants also failed to clean and repair the unit as required under the Act.

The Tenants were co-Tenants and are jointly and severally liable for the losses of the Landlords.

The Landlords have established a monetary claim and granted an order, which is enforceable in the Provincial Court of British Columbia.

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: May 11, 2009.

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Dispute Resolution Officer