

## **DECISION**

Dispute Codes MNR, MND, MNSD, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for a monetary order for compensation under the Act and the tenancy agreement for rent due, utility payments, repairs and cleaning, an order to retain the security deposit in partial satisfaction of the claim, and to recover the filing fee for the Application.

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.

### Issue(s) to be Decided

Is the Landlord entitled to monetary compensation from the Tenants?

### Background and Evidence

The Landlord and the Tenants entered into a written tenancy agreement, to rent the unit starting November 1, 2008. The Tenant who appeared at the hearing signed the tenancy agreement (Tenant A) and arranged for the other Tenant to move into the property (Tenant B). The rent was to be \$1,375.00 per month. A security deposit of \$687.50 was paid to the Landlord, along with the first month of rent, by Tenant A.

The Landlord testified that over the course of the tenancy several of the rent cheques for the rental unit were returned due to insufficient funds. In April of 2009, the Landlord sent a letter to both Tenants requesting that hydro and gas payments be made, in the amount of \$716.50.

On June 4 of 2009, the Landlord issued the Tenants a Notice that he was going to inspect the rental unit on June 5. The June 2009, rent had not been paid. When the Landlord arrived at the rental unit he found that Tenant B was moving out of the rental unit. The Landlord had received no Notice to End Tenancy from either of the Tenants. Tenant B informed the Landlord she would be returning to clean the unit, however, the Landlord did not see or hear from Tenant B again.

When the Landlord inspected the rental unit he found the countertop had been burned and required replacement. During the course of the hearing, Tenant A acknowledged

that the child of Tenant B had put a hot pot on the counter and damaged the counter top. Tenant A denied knowledge of outstanding rent or the other issues. She testified that Tenant B had told her that she had paid the utilities in cash.

The Landlord regained possession of the property on or about July 1, 2009. He claims to have spent many hours cleaning and repairing the rental unit. He also had to dispose of garbage left behind at the rental unit. He was unable to rent the unit until July 15, 2009. He testified he did not receive the June 2009 rent.

The Landlord mitigated some of his losses repairing the counter top by installing a chopping board over the burnt area, rather than replace the entire counter top.

The Landlord claims as follows:

a.	Non-payment for June and loss of rent for ½ July	2,062.50
c.	Repair of counter top	181.17
d.	Cleaning rental unit	275.00
e.	Carpet cleaning	199.45
f.	Garbage removal	100.00
g.	Filing fee	50.00
	<b>Total claimed</b>	<b>\$3,584.62</b>

### Analysis

Based on the testimony, evidence, photographs and a balance of probabilities, I find that the Tenants have breached the Act and the tenancy agreement by failing to pay rent and utilities, by failing to do repairs or clean the rental unit, and failing to remove garbage. These breaches by the Tenants have caused losses to the Landlord.

I further find that due to the condition the rental unit was left in by the Tenants, the Landlord has suffered a loss of rent for one half month.

I also find that Tenant A and Tenant B are co-tenants. While Tenant A did not occupy the rental unit, she signed the tenancy agreement, paid the deposit and first month of rent, and therefore, had the same rights and obligations as Tenant B had under the Act and tenancy agreement. They are jointly responsible for meeting the requirements of the tenancy agreement and the Act. 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 either one, of the Tenants.

Section 67 of the Residential Tenancy Act states:

Without limiting the general authority in section 62(3) [*director's authority*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

In regard to the Landlord's claims, I accept these all as claimed, with the exception of \$100.00 for hauling the garbage to the dump. This seems like an excessive amount without further supporting evidence. I allow the Landlord \$25.00 for this portion of the claim.

Therefore, I find that the Landlord has established a total monetary claim of **\$3,509.62** comprised of the above described amounts and the fee paid for this application.

I order that the Landlord may retain the deposit and interest of **\$690.09** in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of **\$2,819.53**. This order may be filed in the Provincial Court (Small Claims) 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: January 06, 2010.

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Dispute Resolution Officer