

## **DECISION**

Dispute Codes      OPC, OPB, MNR, MNSD, MNDC, FF, 0

### Introduction

This hearing dealt with the landlord's Application for Dispute Resolution for an order of possession and a monetary order.

This hearing was conducted via teleconference and was attended by the landlord and both tenants.

In the hearing the landlord confirmed the tenants had moved out by the end of January 2010 and such there was no need to pursue an order of possession and I have amended the landlord's application to exclude those issues.

### Issues(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent and utilities; for compensation for damage or loss under the *Act*; for all or part of the security deposit and to recover the filing fee from the tenants for the cost of the Application for Dispute Resolution, pursuant to sections 38, 46, 55, 67, and 72 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

The landlord provided into evidence the following documents:

- A copy of a tenancy agreement signed by the parties on June 19, 2009 for a month to month tenancy that began on July 1, 2009 for a monthly rent of \$925.00 due on the 1<sup>st</sup> of the month with a security deposit of \$462.50 paid on June 19, 2009;
- A copy of the tenants notice to end the tenancy dated December 31, 2009 for an effective vacancy date of January 31, 2010;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent dated January 6, 2010 with an effective vacancy date of January 16, 2010 for unpaid rent in the amount of \$950.00;
- A receipt dated June 19, 2009 for rent and security deposit issued by the landlord; and
- A copy of the tenants' utility account ledger and rent account ledger from the landlord.

In the hearing the tenants did not dispute owing the rent, utilities, or clean up charges. From the landlord's testimony the male tenant tried to work with the landlord and keep him apprised of circumstances regarding non payment of rent.

According to the male tenant's testimony he had tried to keep on top of the rent and utilities but he did not always receive rent for the month from the other tenant and roommates. The female tenant felt her only responsibility was for her portion of the rent and telephone. She testified that she had paid rent, although she could not tell me when she paid or for which month she had paid.

The landlord's monetary claim is outlined in the following table:

Description	Amount
Rent	\$925.00
Late Fees	\$ 25.00
Utility Arrears (includes estimate for January 19-31, 2010)	\$605.37
Clean up (removal of third roommates possessions)	\$100.00
<b>Total</b>	<b>\$1,655.37</b>

### Analysis

As the tenants do not dispute the amounts owed to the landlord and in compliance with the tenancy agreement and the Act, I find that both tenants are jointly responsible for meeting the terms of the tenancy agreements. This means that the tenants are jointly and severally liable for any debts or damages relating to the tenancy.

### Conclusion

I find that the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$1,705.37** comprised of \$950.00 rent owed and late fees; \$605.37 for utilities owed; \$100.00 for clean up and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$462.50 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$1,242.87**. This order must be served on the tenant and 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: March 15, 2010.

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Dispute Resolution Officer