

Decision

Dispute Codes:

OLC, O

Introduction

This is the Tenant's application for an Order that the Landlord comply with the Act, Regulation or tenancy agreement; and for a reduction in the rent paid for the rental unit.

The parties gave affirmed testimony and the Hearing proceeded on its merits.

Issues to be Decided

- Was the term lease ended by the Landlord in accordance with the provisions of the Act?
- Is the Tenant entitled to a reduction in rent?

Background and Evidence

The Tenant testified that she and a co-tenant entered into a fixed term lease with the Landlord on August 1, 2009. A copy of the tenancy agreement was entered in evidence.

The Tenant testified that the Landlord agreed to remove the co-tenant from the lease without her permission. As a result she is not able to afford the monthly rent, and is seeking a rent reduction. The Tenant stated that the Landlord backdated the date of the co-tenant's notice to end the tenancy and that the co-tenant did not give the Landlord one full month's notice as is required by the Act.

The Landlord's agent testified that he agreed to allow the co-tenant to end the tenancy because the Tenant was assaulting the co-tenant. The Tenant denied any assaults took place.

The Landlord's agent testified that he had issued a Notice to End Tenancy for Unpaid Rent and asked for an Order of Possession based on the Notice to End Tenancy.

Analysis

Co-tenants are jointly and severally responsible under a tenancy agreement. A term lease may be ended early by mutual agreement with one or all tenants. The requirement for 30 days written notice is for the benefit of the Landlord. In this case, the Landlord waived that requirement. Therefore, when the Landlord and the co-tenant agreed to end the tenancy, the lease was terminated with both Tenants. There was no evidence of a subsequent oral or written tenancy agreement between the Landlord and the Tenant. The Tenant's application for an Order that the Landlord comply with the Act, Regulation or tenancy agreement is dismissed.

Monthly rent under the lease was \$985.00 per month. The parties have not renegotiated the amount of rent due under the tenancy. The Tenant provided no evidence to support her application to reduce the rent. The Tenant simply stated that she could not afford \$985.00 per month. Therefore, I dismiss the Tenant's application for a rent reduction.

This was the Tenant's application. A Landlord may request an Order of Possession on a Tenant's application if the Tenant seeks to cancel the Notice to End Tenancy and that application is dismissed, or the Notice is upheld. The Tenant's application did not include a request to cancel the Notice to End Tenancy, and therefore I make no finding with respect to the Notice to End Tenancy. The Landlord is at liberty to file its own application.

Conclusion

The Tenant's application is dismissed.

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 29, 2010