

DECISION

Dispute Codes:

MNSD

LA

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant requesting a refund of payment due to the landlord imposing extra rent charges onto the tenant for the tenant's guests and an order to permit the tenant to change the locks.

Both parties attended and gave affirmed testimony in turn. The tenant's application did not specify the amount of damages being sought.

Issue(s) to be Decided

At this hearing, the issue to be determined, based on the evidence was:

- Whether the tenant is entitled to reimbursement for extra rent and deposit charged for additional occupants.
- Whether the tenant is entitled to an order permitting the tenant to change the locks

Background and Evidence

The tenant testified when the tenancy began in November 2009 two roommates, signed a tenancy agreement sharing in the \$900.00 rent which included utilities. A copy of the tenancy agreement was in evidence. According to the tenant, in June 2010 two additional occupants arrived and stayed with the tenant as guests and the landlord then advised the tenant that the rent would be \$1,100.00. At the end of July 2010, the applicant tenant's original roommate permanently vacated the unit. The applicant tenant remained along with the two guests who became new roommates. The tenant

stated that the landlord had violated the tenancy agreement and the Act by suddenly changing the tenancy terms imposing \$200.00 extra rent for the unit and an extra amount for the security deposit. The tenant stated that this was not permitted under the Act. The tenant was seeking reimbursement of \$447.00 for these extra charges.

The tenant was also concerned that the landlord failed to compensate or credit his new co-tenants in the amount of \$300.00 for yard work they performed. In addition, the tenant was seeking to change the locks due to the landlord's actions in entering the unit without proper notice.

The landlord testified that a tenancy agreement was made in November 2009 with the applicant tenant and his original roommate. The landlord stated that, although the \$900.00 rent was paid proportionately by each one of the tenants in the amount issued on their behalf directly from the Ministry, the two roommates were co-tenants under one single tenancy agreement which they had both signed.

The landlord testified that one co-tenant then gave notice to vacate and left at the end of July 2010. According to the landlord, the applicant tenant, who remained in the unit, was then joined by two new roommates who had initially come to stay as guests, but had approached the landlord seeking to become co-tenants. The landlord stated that all of the parties, including the landlord and the three co-tenants then made an agreement for a new tenancy with the rent set by the landlord at \$1,100.00. The landlord testified that partial rent was collected from the tenants, but the applicant took issue with the additional \$200.00 rent being charged on the basis that the original tenancy agreement was for \$900.00 per month and made application to have this enforced through dispute resolution.

The landlord's position was that because a new tenancy was created with three co-tenants after the applicant's first roommate had terminated the original agreement, the landlord was not bound by the original agreement that had been terminated by one of the original co-tenants in July 2010.

In regards to the work-for rent arrangement described by the applicant, the landlord stated that the new co-tenants had assisted with yard work with the understanding that the landlord would pay them for their labour at \$10.00 per hour. The landlord testified that the tenants had worked for three hours and were owed \$30.00. The landlord stated that the tenants were told not to do any additional work without the landlord's authorization. The landlord disputed the allegation that the tenants had performed work-for-rent in the amount of \$300.00 to be credited towards rent.

In regards to the tenant's request to have the locks changed, the landlord pointed out that the landlord would always need to have emergency access and did not agree that the tenant should be given the right to change the locks. The landlord acknowledged that the Act was not followed to the letter in terms of accessing the unit in the past, but made a commitment to give 24-hours written notice to the tenant, as required under the Act, before entering in future.

Analysis

Under the Act, co-tenants are treated as "one". Section 13 of the Residential Tenancy Guidelines provides some guidance in regards to rights and responsibilities of co-tenants – defined as two or more tenants who rent the same property under the same tenancy agreement. Co-tenants are jointly responsible for meeting all the terms of the tenancy agreement. Co-tenants also have equal rights under the tenancy agreement.

Because co-tenants are jointly and severally liable for any debts or damages relating to the tenancy. This means that the landlord can recover the full amount of rent, utilities or any damages from all or any one of the tenants. The responsibility falls to the tenants to apportion among themselves the amount owing to the landlord.

In addition to the above, if any one of the co-tenants gives notice to end the tenancy, this functions to terminate the agreement for all of the co-tenants and if a landlord gives notice to terminate the tenancy, it too would apply to all co-tenants and any occupants.

I find that the original agreement between these parties with rent set at \$900.00 per month, ended when one of the two co-tenants gave notice. The remaining tenant would also have been obligated to vacate the unit because the tenancy had ended. However, the remaining co-tenant and two new co-tenants all entered into an agreement with the landlord that, written or not, constituted a completely new tenancy agreement. The landlord had endorsed the new agreement in which rent was set at \$1,100.00. Being that the new agreement was not put in writing, I find that the new tenancy agreement would be identical to the previous one with the exception that there are now 3 co-tenants and the rent is \$1,100.00. The security deposit would be ½ of the rent. Accordingly, I find that the portion of the tenant's application for monetary compensation for excess rent charges must be dismissed.

In regards to the work arrangement, I find that this is not a tenancy matter under the Residential Tenancy Act and beyond my jurisdiction.

In regards to the request to have the locks changed, I find that because the landlord has agreed to comply with the Act by giving the tenant 24 hours written notice before entering the suite for any reason, the matter is resolved. Should the landlord fail to comply in future, the tenant would be at liberty to make an application for dispute resolution.

Conclusion

Based on the evidence and testimony, I hereby dismiss the tenant's application without leave to reapply.

August 2010
Date of Decision

Dispute Resolution Officer