



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

### Dispute Codes

For the tenant MNSD, FF, O

For the landlord – MNR, FF

### Introduction

This decision deals with two applications for dispute resolution, one brought by the tenant and one brought by the landlords. Both files were heard together. The tenant seeks to recover her security deposit and any additional money paid to her for the landlord. She also seeks to recover the filing fee and has other issues. The landlord seeks a Monetary Order for unpaid rent and utilities and to recover the filing fee.

Both Parties served the other Party by registered mail with a copy of the Application and Notice of Hearing. I find that both parties were properly served pursuant to s. 89 of the *Act* with notice of this hearing.

Both parties appeared, gave affirmed testimony, were provided the opportunity to present their evidence orally, in written form, documentary form, to cross-examine the other party, and make submissions to me. On the basis of the solemnly affirmed evidence presented at the hearing I have determined:

### Issues(s) to be Decided

- Is the tenant entitled to recover her security deposit?
- Is the landlord entitled to recover unpaid rent and utilities?

## Background and Evidence

Both Parties agree that this tenancy started on August 01, 2008. This was a fixed term tenancy which was due to end on July 31, 2010 with the option to revert to a month to month tenancy at that time. The tenant shared the rental unit with two other co-tenants. Rent for this unit is \$1,500.00 per month and each tenant paid an equal share of the rent for this unit of \$500.00 per month. The tenants each paid \$250.00 for their share of the security deposit on July 07, 2009 to a total amount of \$750.00.

The tenant states she moved from the rental unit but the other two co-tenants remained living there. The tenant states she gave the landlord her forwarding address in writing on March 02, 2010 after a walk through with the landlord took place. The tenant states she did not have a copy of this as the landlord wrote it down and she then signed it.

The tenant states the landlord informed her she owed an amount for utilities for January and February, 2010. She gave the landlord an additional \$100.00 to cover these costs.

The tenant states the landlord also told her she owed \$38.20 for her share of the utilities from March 01, to March 15, 2010. The tenant disputes this amount as she had already moved from the rental unit and did not use any of the utilities.

The landlord disputes the tenants claim and in his application he seeks to recover unpaid rent from March 01, 2010 to March, 15, 2010. The landlord states that a new tenant took over this tenant's tenancy on March 15, 2010. The new tenant was added to the tenancy agreement and this tenants name was removed from the agreement. The landlord states that he seeks to recover the sum of \$237.50 in rent for this period as the tenant ended her tenancy before the end of the fixed term.

Residential Tenancy Branch  
Ministry of Housing and Social Development

The landlord testifies that he is also claiming the tenants' share of the utilities bills for this period to a sum of \$38.20. The landlord agrees that he holds the security deposit for this tenant of \$250.00 and that she paid an additional \$100.00 towards her share of the utilities for January and February, 2010

The landlord disputes the tenants claim that he received her forwarding address on March 02, 2010 and states he did not receive her address until he received her application for dispute resolution on May 29, 2010.

## Analysis

I have carefully considered all the evidence before me, including the affirmed evidence of both parties. I refer both Parties to the Residential Tenancy Policy Guidelines # 13 which refers to the rights and responsibilities of co-tenants. This guideline states that 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 of amount of rent, utilities or any damages from all or one of the tenants. The responsibility falls to the tenants to apportion among themselves the amount owing to the landlord.

It is therefore my decision that the tenants had apportioned the rent each of them paid and as the tenancy has continued with the remaining two tenants then this tenant must pay the landlord the amount of rent she would have paid in March, 2010 if she had not ended the tenancy. Consequently, I find the tenant ended the tenancy before the end of the fixed term and as such is responsible for her share of the rent up to the time a new tenant took over her share of the rent. During the hearing an amount was calculated however this calculation was wrong and a new calculation has now been made. The tenants' share of the rent was \$500.00 for March, 2010. The new tenant moved in on

March 15 and would start paying rent from that day therefore the tenant must pay rent from March 01 to March 14, 2010 to the sum of \$225.68. (\$16.12 per day X 14 days).

The tenant gave the landlord an additional sum of \$100.00 towards her share of the utilities for January and February 2,010. The amount due for her share of these bills was \$115.08. Therefore, I find the tenant owes the landlord an additional amount of \$15.08.

The landlord seeks to recover the sum of \$38.20 from the tenant for her share of utilities used for the first 15 days of March, 2010. However, I find as the other two tenants have remained at the rental unit and were the tenants using these utilities then the landlord must either recover this amount from them or bear this cost himself. This section of the landlords claim is therefore dismissed.

I find the tenants apportioned their own shares of the security deposit and each tenant paid \$250.00. The tenant has applied to recover her share of the security deposit of \$250.00. As I have determined above, the tenant owes rent of \$225.68 and utilities of \$15.08 and the landlord has established this part of his claim to recover the unpaid rent and utilities. Consequently, the amount of **\$240.76** has been deducted from the tenants' security deposit and the landlord may retain this amount.

During the hearing it was calculated that the tenant was entitled to a Monetary Order for \$5.09. As this was a miscalculation on my part I have recalculated the figures and find the tenant is entitled to recover the sum of \$9.24. During the hearing the tenant stated that she did not require a Monetary Order for the \$5.09 however as this amount has now changed I have issued a Monetary Order to the tenant for the amount of **\$9.24**. The tenant is at liberty to decide if she wishes to pursue this Order with the landlord.



# Dispute Resolution Services

Page: 5

Residential Tenancy Branch  
Ministry of Housing and Social Development

## Conclusion

As both parties have been partially successful with their claim I find they must both bear the costs of filing their own applications.

I HEREBY FIND in partial favor of the tenants monetary claim. A copy of the tenants' decision will be accompanied by a Monetary Order for **\$9.24**. The order must be served on the respondent and is enforceable through the Provincial Court as an order of that Court.

I ORDER the landlord to retain the sum of **\$240.76** from the tenants' security deposit.

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: August 19, 2010.

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Dispute Resolution Officer