

Decision

Dispute Codes: OPR, MNR, MNDC, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order as compensation for unpaid rent / compensation for damage or loss under the Act, regulation or tenancy agreement, retention of the security deposit, and recovery of the filing fee. Both parties were represented at the hearing and gave affirmed testimony.

Issues to be decided

- Whether the landlord is entitled to any or all of the above under the Act, regulation or tenancy agreement

Background and Evidence

Pursuant to a written tenancy agreement, the fixed term of tenancy was from March 1, 2009 to “the last day” of February 2010. Thereafter, tenancy has continued on a month-to-month basis. Rent in the amount of \$1,039.00 is payable in advance on the first day of each month. A security deposit of \$299.00 was collected on February 26, 2009.

Arising from rent which was unpaid when due on August 1, 2010, the landlord issued a 10 day notice to end tenancy for unpaid rent dated August 5, 2010. The notice was served on the tenants by way of posting on their door on that same date. A copy of the notice was submitted into evidence. Subsequently, the tenants made a partial payment toward rent in the amount of \$1,000.00 on September 7, 2010. Following that, no further payments toward rent were made and the tenants continue to reside in the unit.

Analysis

Based on the documentary evidence and testimony of the parties, I find that the tenants were served with a 10 day notice to end tenancy for unpaid rent dated August 5, 2010. The tenants did not pay the full amount of outstanding rent within 5 days of receiving the notice and did not apply to dispute the notice. The tenants are therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the notice. Accordingly, I find that the landlord is entitled to an order of possession.

As for the monetary order, I find that the landlord has established a claim of \$2,242.00.

This is comprised as follows:

\$64.00: balance of rent owed for August 2010 (\$39.00), plus fee for late payment of rent (\$25.00);

\$1,064.00: unpaid rent for September (\$1,039.00), plus fee for late payment of rent (\$25.00);

\$1,064.00: unpaid rent for October (\$1,039.00), plus fee for late payment of rent (\$25.00);

\$50.00: filing fee for landlord's application for dispute resolution.

Total: \$2,242.00

I order that the landlord retain the security deposit of \$299.00 and I grant the landlord a monetary order under section 67 of the Act for the balance owed of \$1,943.00 (\$2,242.00 - \$299.00).

Residential Tenancy Policy Guideline # 13 speaks to “Rights and Responsibilities of Co-tenants,” and provides in part as follows:

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.

Conclusion

I hereby issue an **order of possession** in favour of the landlord effective not later than **two (2) days** after service upon the tenants. This order must be served on the tenants. Should the tenants fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$1,943.00**. Should it be necessary, this order may be served on the tenants, filed in the Small Claims Court and enforced as an order of that Court.

DATE: October 21, 2010

Dispute Resolution Officer