

## **DECISION**

Dispute Codes      MT, CNL, CNR, LRE

### Introduction

This is an application by the Tenant to allow a Tenant more time to make an application to cancel a notice to end tenancy, cancel a notice to end tenancy issued for Landlord's use of rental property and unpaid rent or utilities. The Landlord is also seeking to suspend or set conditions on the Landlord's right to enter the rental unit.

Both parties attended by conference call and gave affirmed testimony.

At the beginning of the hearing, the Tenants stated that the application to allow a Tenant more time and the application to cancel a notice to end tenancy for the Landlord's use of the rental property was in error.

### Issues(s) to be Decided

Has the Landlord proven that there is unpaid rent?

Is the Tenant entitled to an order to suspend or set conditions on the Landlord's right to enter the rental unit?

### Background and Evidence

Both parties cannot agree on when the Tenancy began as there has been multiple Tenants moving in and out over the last two years at different times. There is no signed tenancy agreement that either party can produce. The Landlord states that the monthly rent is \$1,200.00 payable by the 1<sup>st</sup> of each month and that there used to be 3 Tenants and that the 3<sup>rd</sup> Tenant, J.J. was forced out by the two current Tenants. The Landlord

called a witness, the property manager, R.C. that stated that the monthly rent has always been \$1,200.00 per month. The Tenants state that the rent was \$400.00 for each person and that both Tenants and the previous 3<sup>rd</sup> Tenant each paid \$400.00 per person and that each person's portion of the security deposit was \$200.00. The Landlord states that the monthly rent is in arrears for \$400.00. It was confirmed with both the Landlord and Tenants that the missing portion of the rent is apportioned to the missing 3<sup>rd</sup> Tenant's share of the rent. The Landlord admits that he has received and accepted \$400.00 from each of the two Tenants by ministry cheques made out directly to the Landlord. The Landlord states that since the 3<sup>rd</sup> Tenant is no longer a resident, he returned her ministry cheque back to the ministry as well as her portion of the security deposit.

### Analysis

Based upon the evidence provided by both the Landlord and Tenants, I find that the Tenants were Co-Tenants. Neither the Tenants or the Landlord have put forward any evidence that each Tenant entered into a separate tenancy agreement. As such Co-Tenants are jointly and severally liable for any debts or damages relating to the tenancy. The responsibility falls to the Tenants to apportion among themselves the amount owing to the Landlord. In this case the Tenants are responsible for the full rent amount of \$1,200.00 per month. The 3<sup>rd</sup> Tenant's responsibility for the tenancy has ended as the Landlord has returned the apportioned monthly rent to the ministry as well as their portion of the security deposit.

I find that there is unpaid rent to the Landlord and dismiss the Tenant's application. The Tenant has also chosen to apply to suspend or set limits on the Landlord's right to enter the rental unit. As the Tenant has failed to provide any evidence during the hearing, I dismiss this application.

Conclusion

The Tenant's application to cancel a notice to end tenancy is dismissed.

The Tenant's application to suspend or set conditions on the Landlord 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: November 18, 2010.

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Dispute Resolution Officer