



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes

OPR, OPC, OPB, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with the landlords' application for an Order of Possession for unpaid rent, cause, and breach of the tenancy agreement as well as a request for a Monetary Order for unpaid rent; damage or loss under the Act, regulations or tenancy agreement; authorization to retain the security deposit; and, recovery of the filing fee. The landlords appeared at the hearing and testified that each of the co-tenants were personally served with a copy of the hearing package. I was satisfied the tenants were served and I proceeded to hear from the landlords without the tenants present.

The female tenant appeared at the hearing approximately 27 minutes after the hearing commenced. I summarized the relevant submissions I had heard and provided the tenant the opportunity to respond.

As a procedural issue, the tenant submitted that the person who made this application was not the owner of the property. Upon hearing from the owner and the co-applicant, I was satisfied the person making the application was doing so on behalf of the owner and that person meets the definition of landlord for purposes of this proceeding.

Issue(s) to be Decided

1. Are the landlords entitled to an Order of Possession?
2. Are the landlords entitled to a Monetary Order and if so, what is the amount owed?
3. Are the landlords entitled to retain the security deposit?

Background and Evidence

The co-tenancy commenced February 1, 2011 and the tenants are required to pay rent of \$1,600.00 on the 1st day of every month. The tenants are also required to pay one-half of the hydro costs. The tenants paid an \$800.00 security deposit.

On March 6, 2011 the landlord issued a 1 Month Notice to End Tenancy for Cause (the Notice) to one of the co-tenants and personally served it upon two of the other co-tenants. The Notice has an effective date of April 30, 2011. The tenants did not dispute the Notice.

During the hearing the landlords and the tenant confirmed that as at the date of this hearing \$550.00 in rent is outstanding.

Documentary evidence considered for this hearing included a copy of the tenancy agreement and Notice to End Tenancy.

Analysis

Where a tenant receives a 1 Month Notice to End Tenancy, the tenant has 10 days to dispute the Notice; otherwise, the tenant is conclusively presumed to have accepted the Notice and must vacate the rental unit by the effective date on the Notice. In co-tenancy situations, co-tenants are jointly and severally liable to fulfill the obligations under the Act, regulations and tenancy agreement. Further, a document may be served to any one of the co-tenants to be effective.

In this case, a Notice to End Tenancy was issued to one of the co-tenants and personally served to two of the co-tenants that live with the tenant named on the Notice. I am satisfied the Notice is valid and was sufficiently served upon the tenants. Since the Notice was not disputed, the co-tenants are conclusively presumed to have accepted that the tenancy will end and the tenants must vacate the rental unit by April 30, 2011.

In light of the above, I order that this tenancy shall end April 30, 2011 and the tenants are ordered to vacate by that date. With this decision I provide the landlords with an Order of Possession effective at 1:00 p.m. on April 30, 2011. The Order of Possession must be served upon the tenants and may be enforced in court as necessary.

Having heard from both parties, I am satisfied that the tenants still owe the landlords rent of \$550.00 and I award that amount to the landlords. I further award the landlords recovery of the filing fee paid for this application. The landlords are provided a Monetary Order in the amount of \$600.00 to serve upon the tenants. The tenants are ordered to pay the landlords \$600.00 and if the tenants do not pay this amount before the end of the tenancy the landlords are authorized to deduct \$600.00 from the tenants' security deposit.

Conclusion

The tenancy shall end April 30, 2011 and the landlords are provided an Order of Possession to serve upon the tenants. The tenants are ordered to pay the landlords \$600.00 and the landlords are provided with a Monetary Order for that amount. If the tenants do not pay the landlords by the end of the tenancy, the landlords are authorized to deduct \$600.00 from the 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: April 05, 2011.

Residential Tenancy Branch