

## **DECISION**

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

### **Introduction**

This is the Landlord's application for an Order of Possession; a Monetary Order for unpaid rent and loss of revenue, to retain the security deposit in partial satisfaction of its monetary claim; and to recover the cost of the filing fee from the Tenants.

The Landlord's agent gave affirmed testimony at the Hearing.

The Landlord's agent testified that the Notice of Hearing documents were mailed to each of the Tenants, via registered mail. The Landlord provided the tracking numbers for the registered documents. The Canada Post tracking system indicates that the female Tenant received the documents on July 20, 2011 and the male Tenant received the documents on July 21, 2011.

Based on the affirmed testimony of the Landlord's agent, I am satisfied that both of the Tenants were duly served with the Notice of Hearing documents. Despite being served with the Notice of Hearing documents, neither of the Tenants signed into the teleconference and the Hearing proceeded in their absence.

### **Preliminary Matters**

At the outset of the Hearing, the Landlord's agent testified that the Tenants have moved out of the rental unit. Therefore, the Landlord's application for an Order of Possession is dismissed. The Landlord's agent testified that the male Tenant did not provide a forwarding address to the Landlord.

### **Issues to be Decided**

- Is the Landlord entitled to a Monetary Order for unpaid rent and loss of revenue?

**Background and Evidence**

Although neither Tenant signed into the Hearing, the female Tenant provided a letter in evidence indicating that she moved out of the rental unit on June 30, 2011, and contacted the Landlord's agent on July 7, 2011, seeking to be "removed from the lease". In the letter, she requested that she not be held liable for the rent owed to the Landlord.

**The Landlord's agent gave the following testimony and evidence:**

A copy of the tenancy agreement was provided in evidence. The tenancy agreement is a one year term lease and was signed by all parties on March 29, 2011. Monthly rent is \$875.00, due the first day of each month. The Tenants paid a security deposit in the amount of \$437.50 on March 29, 2011.

On July 7, 2011, the Landlord's agent served the Tenants with a 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice"), by posting the Notice on the Tenants' door at the rental unit. The Landlord provided a Proof of Service document, which is signed by a witness. The Landlord's agent testified that he also served the Tenants with the Notice by handing the document to the female Tenant at the Landlord's place of business on July 7, 2011.

The Landlord's agent testified that he did not release the female Tenant from her obligations under the tenancy agreement.

The Landlord's Application for Dispute Resolution seeks a Monetary Order for unpaid rent for the month of July and loss of revenue for the month of August, 2011, for a total amount of \$1,750.00. The Landlord's agent testified that the Landlord was able to re-rent the rental unit effective August 15, 2011, and that the new occupants paid prorated rent for August in the amount of \$437.50. Therefore, the Landlord's agent stated that the Landlord was revising his application for a monetary award, as follows:

Unpaid rent for July, 2011

\$875.00

Loss of revenue for August, 2011	<u>\$437.50</u>
TOTAL	\$1,312.50

### **Analysis**

Both Tenants signed the tenancy agreement, which is a legal contract. The Landlord did not end the tenancy and enter into a new tenancy agreement with the male Tenant only. Co-tenants are jointly and severally liable for damages and debts arising from a tenancy agreement. Based on the undisputed testimony of the Landlord's agent, I find that the Landlord has established its monetary claim against both Tenants for unpaid rent and loss of revenue in the amount of \$1,312.50.

Pursuant to Section 72(2)(b) of the Act, the Landlord may apply the security deposit towards partial satisfaction of the Landlord's monetary claim. No interest has accrued on the security deposit.

The Landlord has been successful in its application and is entitled to recover the cost of the \$50.00 filing fee from the Tenant.

The Landlord has established a monetary award as follows:

Unpaid rent and loss of revenue	\$1,312.50
Subtotal	\$1,362.50
Less security deposit	<u>- \$437.50</u>
TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF	\$925.00

### **Conclusion**

I hereby provide the Landlord a Monetary Order in the amount of **\$925.00** for service upon the Tenants. This Order may be filed in the Provincial Court of British Columbia (Small Claims) and enforced as an Order of that Court.

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 18, 2011.

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Residential Tenancy Branch