



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FF, MNDC, MNR, MNSD, OPR

### Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

### Issue(s) to be Decided

This is a request for an Order of Possession based on a Notice to End Tenancy for non-payment of rent, a request for a monetary order for \$1185.00, a request for recovery of the filing fee of \$50.00, and a request for an order to keep the full security deposit of \$455.00 towards this claim.

### Background and Evidence

The applicant testified that:

- The tenants failed to pay the July 2011 rent and therefore on July 2 2011 the tenants were served with a 10 day Notice to End Tenancy for non-payment of rent.

- The tenants have subsequently vacated the rental unit and therefore an Order of Possession is no longer required.
- They were unable to re-rent the unit in the month of July 2011 however, and therefore they lost the full rental/parking revenue for in the amount of \$935.00.
- At the end of the tenancy they also found that a door in the rental unit had been damaged and needed to be replaced.

The applicants are therefore requesting an order as follows:

Lost revenue for July 2011	\$935.00
Door damage	\$250.00
Filing fee	\$50.00
Total	\$1235.00

The respondent testified that:

- They were given a Notice to End Tenancy for non-payment of rent and he vacated the rental unit on July 10, 2011 and at that time his roommate was still living in the rental unit.
- When he moved out of the rental unit there was no damage to the door in the rental unit and therefore any damage must have been caused by his roommate, after he moved out.
- Therefore although he does believe he should pay a portion of the rent, he does not believe he should have to pay for any of the door damage.

### Analysis

When tenants rent the unit together as co-tenants they are jointly responsible for that unit and therefore they can both be held liable for any damages or outstanding rent at the end of the tenancy, even if they did not cause the damage themselves.

Therefore since the landlords were unable to re-rent the unit in the month of July 2011, I will allow the claim for the full lost rental/parking revenue in the amount of \$935.00.

I will also allow a portion of the claim for the damage to the door in the rental unit however I will not allow the full amount claimed by the landlords as they have not supplied a copy of an invoice for the repair. I am willing to allow \$150.00.

I also allow the landlords request for recovery of the \$50.00 filing fee

### Conclusion

I have allowed a total of \$1135.00 of the landlords claim and therefore the landlords may retain the full security deposit of \$455.00 and I have issued a monetary order in the amount of \$680.00. The remainder of the landlords claim is dismissed without leave to reapply.

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 09, 2011.

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Residential Tenancy Branch