



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **Decision**

### **Dispute Codes:**

ET, FF

### **Introduction**

This Dispute Resolution hearing was convened to deal with the landlord's application seeking an order to end the tenancy early without notice to the tenant.

The landlord appeared and gave testimony that the tenant was served with the Notice of hearing but had since confirmed in writing that he will be vacating today.

### **Issue(s) to be Decided**

Is the landlord entitled to end the tenancy without notice pursuant to section 56 of the Act?

### **Background and Evidence**

The tenancy began on July 26, 2011 with rent set at \$750.00 and a security deposit of \$375.00 was paid. The tenancy was with two co-tenants, one of whom has already terminated the tenancy and vacated.

The landlord testified that problems began shortly after the tenants moved in. According to the landlord, the two co-tenants apparently had a falling out and one changed the locks to restrict the other from entering the unit. The landlord testified that the locked-out tenant then broke a window, entered the unit and vandalized the premises. The landlord testified that police attended and the co-tenant who had been locked out agreed to end the tenancy and has now permanently vacated.

The landlord testified that since the tenancy ended, the other co-tenant still remained in the unit and refused to vacate. The landlord testified that the tenant uttered threats and sent inappropriate phone texts to the landlord, which were in evidence. The landlord testified that the police are aware of the situation.

## **Analysis**

Section 56 of the Residential Tenancy Act provides that a landlord may make an application for dispute resolution to request an order ending a tenancy on a date that is earlier than the tenancy would end if notice to end the tenancy were given under section 47 [*landlord's notice: cause*], and granting the landlord an order of possession in respect of the rental unit.

Before issuing an Order ending the Tenancy, a Dispute Resolution Officer must be satisfied under section 56(2) that the tenant or a person permitted on the residential property by the tenant has: significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property; seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant; put the landlord's property at significant risk: Or in the alternative that the tenant has engaged in illegal activity that is likely to cause damage to the landlord's property; has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property; has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord; or caused extraordinary damage to the residential property,

## **And**

(b) it would be unreasonable, or unfair to the landlord or other occupants of the residential property, to wait for a notice to end the tenancy under section 47 [*landlord's notice: cause*] to take effect. (my emphasis)

Based on the testimony of the landlord and the evidence, I find that this situation does satisfy the criteria specified in section 56(2)(a) and (b).

Moreover, section 13 of the Residential Tenancy Guidelines provides some guidance in regards to the rights and responsibilities of co-tenants. Co-tenants are two or more tenants who rent the same property under the same tenancy agreement. Co-tenants are jointly responsible for meeting all the terms of the tenancy agreement and have equal rights under the tenancy agreement.

Because 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.

In addition to the above, if any one of the co-tenants gives Notice to end the tenancy, this functions to terminate the agreement for all of the co-tenants and if a landlord gives notice to terminate the tenancy, it too would apply to all co-tenants and any occupants. Each one of the co-tenants is obligated to, both individually and as a group be

completely accountable for liability for damages, violations of the Act, or conduct issues even when perpetrated by only one of the occupants, a room-mate or a visitor.

Therefore, I find that the tenancy relationship was ended as soon as one of the two co-tenants chose to end the tenancy and vacated. The remaining co-tenant would then have no right to possession of the rental unit.

**Conclusion**

Accordingly, I hereby order that this tenancy is ended and I grant the Landlord an Order of Possession. This order must be served on the Respondent and may be filed in the Supreme Court and enforced as an order of that Court.

The landlord is entitled to retain \$50.00 to reimburse for the filing fee from the tenant's security deposit, the remainder of which should be administered according to section 38 of the Act.

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: September 06, 2011.

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Residential Tenancy Branch