



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FF, MNR, MNSD, OPR

### Introduction

A substantial amount of documentary 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 her rent, a request for a monetary order for the outstanding rent, and a request for recovery of the filing fee.

### Background and Evidence

This tenancy began on April 1, 2011 with the rent of \$865.00 per month.

The tenants paid the security deposit of \$450.00 per month.

On October 3, 2011 the tenants were served with a 10 day Notice to End Tenancy for non-payment of rent which was posted on their door.

To date the tenants have not filed any dispute of that notice nor have the tenants vacated.

The applicant testified that:

- The tenants failed to pay the full rental revenue for the month of October 2011, and at this time there is still \$355.00 outstanding.
- The tenants failed to pay any rent for the month of November and therefore at this time the full \$865.00 is outstanding.
- The tenants have also failed to pay their \$20.00 parking fees for both months and therefore there is a total of \$40.00 outstanding.

The applicants are therefore requesting an Order of Possession for as soon as possible, and a monetary order as follows:

October 2011 rent outstanding	\$355.00
November 2011 rent outstanding	\$865.00
Parking fees outstanding	\$40.00
Filing fee	\$50.00
Total	\$1310.00

The applicants are further requesting an order allowing them to keep the full security deposit of \$450.00 towards this claim.

The respondent's testified that:

- They have not paid the full rent because the male tenant has moved out and is paying rent somewhere else, and therefore did not pay his portion of the rent.
- The female tenants rent comes from the Ministry of Human Resources and is paid directly to the landlord in the amount of \$510.00 per month.
- The ministry will not pay any more than \$510.00 per month and therefore she cannot pay the full amount requested by the landlord.
- She does not feel she should have to pay the full rent since the male tenant is no longer living in the rental unit.

- If the landlords still want the full rent, they should allow the male tenant to move back in and accept payments until it's caught up.

### Analysis

The parties signed the tenancy agreement that set the rent at \$865.00 per month and the parking fee at \$20.00 per month, and the tenants are bound by that amount even if one of the tenants moved out.

The landlord is not required to reduce the rent simply because one tenant is no longer living in the rental unit.

Therefore it is my finding that at this time there is \$355.00 rent outstanding for October 2011, and \$865.00 rent outstanding for November 2011.

Further since the tenants have not filed a dispute of the Notice to End Tenancy they are conclusively deemed to have accepted the end of the tenancy.

I therefore allow the landlords request for an Order of Possession and an order for the outstanding rent and parking fees.

I also order recovery of the filing fee.

### Conclusion

I have issued an Order of Possession that is enforceable two days after service on the tenants.

I have allowed the full monetary claim of \$1310.00, I therefore order that the landlords may retain the full security deposit of \$450.00, and have issued a monetary order in the amount of \$860.00.

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 07, 2011.

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Residential Tenancy Branch