



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MND, MNSD, FF

Introduction

This hearing was convened by way of conference call in response to an application made by the landlord for a monetary order for unpaid rent or utilities; for a monetary order for damage to the unit, site or property; for an order permitting the landlord to keep all or part of the pet damage deposit or security deposit; and to recover the filing fee from the tenants for the cost of this application.

An agent for the landlord company attended the conference call hearing, provided affirmed testimony, and provided evidence in advance of the hearing, all of which has been reviewed and is considered in this Decision.

Despite being served with the Landlord's Application for Dispute Resolution and notice of hearing documents, the tenants did not attend. The landlord's agent testified that both tenants were served by Registered Mail, and provided evidence of such service showing that the Registered Mail was sent on November 5, 2012 to each of the tenants at their respective forwarding addresses provided by the tenants. I find that the tenants have both been served in accordance with the *Residential Tenancy Act*.

Issue(s) to be Decided

- Is the landlord entitled to a monetary order for unpaid rent or utilities?
- Is the landlord entitled to a monetary order for damage to the unit, site or property?
- Is the landlord entitled to keep all or part of the pet damage deposit or security deposit in full or partial satisfaction of the claim?

Background and Evidence

This fixed term tenancy began on March 1, 2011 and expired on August 31, 2011, at which time the tenancy would have, according to the tenancy agreement, continued on

a month-to-month basis. A copy of the tenancy agreement was provided for this hearing. However, the tenants both gave notice to vacate the rental unit at the end of the fixed term. The notices received from the tenants both say that the tenants agree to terminate the tenancy at the end of July, 2011 and agreed to be responsible for rent payable to the end of August, 2011. One is dated July 7, 2011 and the other is dated July 18, 2011 and both are signed by tenants and an agent for the landlord.

Rent in the amount of \$890.00 per month was payable in advance on the 1st day of each month, and there are no rental arrears with the exception of rent for the month of August, 2011; neither tenant paid the landlord any rent for that month. The tenant who gave written notice to the landlord on July 18, 2011 moved from the rental unit on August 4, 2011 and the other tenant also moved prior to the end of August and was the only tenant present for the move-out condition inspection report.

At the outset of the tenancy, the landlord collected a security deposit in the amount of \$445.00, and no pet damage deposit was paid.

The landlord's agent also provided a document signed by both tenants and a witness for the landlord company wherein the parties agreed to charges in the amount of \$1,070.00 and agreeing that \$1,070.00 be deducted against the security deposit. That document shows that the charges are for 4 hours of suite cleaning at \$25.00 per hour, or \$100.00; carpet cleaning for \$130.00; and unpaid rent in the amount of \$890.00. The landlord's agent also testified that the document contains an arithmetic error, in that those amounts total \$1,120.00, not \$1,070.00, and the landlord claims \$1,120.00.

The landlord provided a copy of the move-in/move-out condition inspection report, which shows that the kitchen, bathroom, bedroom, living room, dining room, and hall were clean and okay at the outset of the tenancy and that all rooms required cleaning at the end of the tenancy. Further, at the end of the tenancy, the document shows that the carpets all required shampooing. It appears that both tenants signed the document at move-in and only one tenant signed it at the end of the tenancy on August 4, 2011. Also provided was a copy of an invoice issued by the landlord company to the landlord company for \$130.00 for carpet cleaning and general cleaning at \$100.00.

Analysis

In the circumstances and in the absence of any evidence to the contrary by the tenants, I find that the landlord has established that the tenants have not left the rental unit reasonably clean and undamaged except for normal wear and tear as required under

the *Residential Tenancy Act*. I find that the landlord has proven a claim as against the tenants in the amount of \$230.00 for cleaning and carpet cleaning.

With respect to unpaid rent, I am satisfied that the landlord has established a claim for rent for the month of August, 2011. The tenants entered into a fixed term tenancy, signed a document promising to pay rent for that month, and signed a document allowing the landlord to keep the security deposit.

Further, I refer to Residential Tenancy Policy Guideline 13, Rights and Responsibilities of Co-tenants which states, in part:

“A tenant is the person who has signed a tenancy agreement to rent residential premises. Co-tenants are two or more tenants who rent the same property under the same tenancy agreement. Co-tenants are jointly responsible for meeting the terms of the tenancy agreement.”

“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. The responsibility falls to the tenants to apportion among themselves the amount owing to the landlord.”

In this case, the landlord has provided a copy of a tenancy agreement signed by both tenants and by an agent for the landlord, and I find that the two tenants are jointly and severally liable for the unpaid rent and damages, and both tenants will receive a credit for the security deposit paid to the landlord at the outset of the tenancy.

Since the landlord has been successful with the claim, the landlord is also entitled to recover the filing fee in the amount of \$50.00 from the tenants for the cost of this application.

Conclusion

For the reasons set out above, I hereby order the landlord to keep the security deposit of \$445.00 and I grant the landlord a monetary order, pursuant to Section 67 of the *Residential Tenancy Act* for the balance due of \$725.00. This order is final and binding on the parties and may be enforced.

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: January 25, 2012.

Residential Tenancy Branch