



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR OLC

### Preliminary Issues

On August 13, 2012 the Tenant submitted a fax indicating she would not be attending the hearing because she would be working and that B.B. would be attending as her agent. In her fax the Tenant requested that this proceeding be postponed and rescheduled for a future date.

As this matter was convened to hear the matters pertaining to the Tenant's application relating to her request to cancel a notice to end tenancy that had been issued for unpaid rent, I find it would prejudice the Landlords if this matter was delayed. Therefore, as the Tenant was represented by her Agent, I declined to reconvene this matter and the hearing proceeded as scheduled.

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Tenant to obtain an Order to cancel the 10 Day Notice to end tenancy for unpaid rent (the Notice) and to have the Landlord Ordered to comply with the Act, regulation or tenancy agreement.

At the outset of the hearing I explained how the hearing would proceed and the expectations for conduct during the hearing, in accordance with the Rules of Procedure. Each party was provided an opportunity to ask questions about the process however each declined and acknowledged that they understood how the conference would proceed.

During the hearing each party was given the opportunity to provide their evidence orally. A summary of the testimony is provided below and includes only that which is relevant to the matters before me.

### Issue(s) to be Decided

1. Should the 10 Day Notice to end tenancy be set aside?
2. Should the Landlord be Ordered to comply with the Act, regulation or tenancy agreement?

### Background and Evidence

The Agent submitted that the Tenant provided him with an e-mail with the pertinent information to be able to represent her at this hearing.

The Landlords submitted that their evidence was sent to the Tenant via registered mail (RW XXXXXXXXXXXXCA) on August 2, 2012, however based on the Canada Post tracking website the Tenant has not picked up the package.

The Landlords submitted that they had entered into a fixed term tenancy agreement with the Tenant and another male tenant for a tenancy that began on July 1, 2011 which switched to a month to month tenancy after June 30, 2012. Rent was originally payable on the first of each month in the amount of \$1,350.00 and on August 1, 2012 the rent increased to \$1,408.00. The Tenants paid \$675.00 as the security deposit and \$325.00 as the pet deposit on July 1, 2011.

The Agent could not provide testimony about the terms of the tenancy agreement as he was not provided a copy of the agreement. He submitted that the tenancy was entered into by two tenants and they always paid their own half of the rent. He noted that the male tenant vacated the property and that the Tenant paid her share of the July rent. He is of the opinion the Tenant should not be responsible to pay for the other tenant's rent as he is no longer living in the unit.

The Landlords pointed to their evidence which included, among other things, a copy of the 10 Day Notice, some e-mails, and a copy of the tenancy agreement. They noted that they had made an agreement with the Tenant that she could pay half of July's rent during the first week of July and the remainder of the rent was to be paid by July 15, 2012. The Tenant paid \$675.00 on July 5, 2012 and no other rent payments have been received for July or August 2012.

The Agent confirmed the Tenant paid "her share" of rent in the amount of \$675.00. He stated he did not have any information pertaining to August rent.

The Landlords stated they were seeking an Order of Possession effective as soon as possible.

### Analysis

The *Residential Tenancy Policy Guideline # 13* provides that 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 also have equal rights under 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.

Section 26 of the Act provides that a tenant must pay rent when it is due in accordance with the tenancy agreement. In this case, rent for July 2012 was payable on the first of the month in the amount of \$1,350.00. The evidence supports that only \$675.00 was paid towards July 2012, leaving an unpaid balance due of \$675.00 and no rent was paid for August 2012.

Upon review of the 10 Day Notice to End Tenancy, I find the Notice was served upon the Tenant in a manner that complies with the Act. Upon consideration of all the evidence presented to me, I find the Landlords had valid reasons for issuing the Notice. Accordingly I dismiss the Tenant's application to cancel the 10 Day Notice.

Section 55 of the Act provides that an Order of Possession must be provided to a Landlord if a Tenant's request to dispute a Notice to End Tenancy is dismissed and the Landlord makes an oral request for an Order of Possession during the scheduled hearing. Therefore I grant the Landlord an Order of Possession.

As the Landlord has been granted an Order of Possession, there is no need to issue an Order to have the Landlord comply with the Act, regulation or tenancy agreement as the tenancy has ended based on the 10 Day Notice.

### Conclusion

The Landlord's decision will be accompanied by an Order of Possession effective two (2) Days upon service. This Order is legally binding and must be served upon the Tenant.

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 14, 2012.

---

Residential Tenancy Branch