



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67;
2. An Order to retain the security deposit - Section 38; and
3. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The tenancy began on October 22, 2011 and ended on May 31, 2012. Monthly rent was \$825.00 and at the onset of the tenancy the Landlord collected \$425.00 as a security deposit.

The Landlord states that one of the Tenants provided a month’s notice to move out of the unit and did so. The Landlord states that the other Tenant had indicated that she may stay on in the unit or move to another unit in the building but called on May 30, 2012 to state that she was vacating that day. The Landlord states that a move-out inspection was conducted and the unit was all good. The Landlord states that this Tenant did not provide a month’s notice to end the tenancy and claims \$850.00 as lost

rental income for June 2012. The Landlord states that the unit was advertised for rent on various web sites and was filled in July 2012.

The Tenant states that when notice to end the tenancy was given it was clear that both Tenants were giving notice to leave that particular unit. The one Tenant states that she was interested in moving to another unit in the building but one did not become available.

Analysis

In a co-tenancy, where one tenant gives notice to end a tenancy, the tenancy ends for all co-tenants unless the Landlord enters into a new tenancy agreement with one or another of the tenants.

Based on the Landlord's evidence that a full month's notice was provided by one Tenant and considering that no tenancy agreement was subsequently entered into with the co-tenant, I find that the tenancy ended pursuant to the notice provided by the one Tenant. As there is no dispute that this notice was provided as required under the Act, I find that the Landlord has failed to substantiate that the Tenants caused a loss of rental income to the Landlord and I therefore dismiss the Landlord's application. I order the Landlord to forthwith return the security deposit of **\$425.00** plus zero interest to the Tenants.

Conclusion

The Landlord's application is dismissed. I grant the Tenants an order under Section 67 of the Act for **\$425.00**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court. 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 15, 2012.

Residential Tenancy Branch