



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR MNR

Introduction

This was a reconvened hearing which dealt with an Application for Dispute Resolution by the Landlord seeking an Order for Possession and a Monetary Order for unpaid rent. The Landlord originally applied through the direct request process which, upon review, was scheduled for a conference call hearing in accordance with section 74 of the *Residential Tenancy Act*.

The Landlord submitted evidence which indicates that each Tenant was served the teleconference hearing documents on August 21, 2012, by registered mail. Copies of the Canada Post receipts were provided in the Landlord's evidence. Based on the submissions of the Landlord I find that each Tenant was sufficiently served notice of this proceeding, in accordance with the *Act*.

The Landlord appeared, gave affirmed testimony, was provided the opportunity to present their evidence orally and in documentary form. No one appeared on behalf of the Tenants, despite being properly served notice of this proceeding. I proceeded in the Tenants' absence.

Issue(s) to be Decided

1. Should the Landlord be granted an Order of Possession?
2. Should the Landlord be issued a Monetary Order?

Background and Evidence

The Landlord relied upon documentary evidence during the proceeding which included, among other things, copies of: two separate tenancy agreements, letters to the Tenants issued by the Landlord; and various 10 Day Notices to end tenancy for unpaid rent.

The Landlord affirmed that the Tenants vacated the property as of August 31, 2012 and she has regained possession of the unit. Therefore, she no longer required an Order of Possession.

Upon review of the evidence provided the Landlord confirmed that Tenant C.S. entered into a tenancy agreement that began on February 1, 2012 for the monthly rent of \$650.00 and a security deposit of \$325.00 was paid on January 20, 2012. Then a new tenancy agreement was signed effective July 1, 2012 because a second tenant, Candice S., was added to the tenancy.

The Landlord had submitted a 10 Day Notice that was issued July 12, 2012 indicating that as of July 1, 2012 there was an outstanding balance due of \$1,310.00. This unpaid rent was comprised of \$10.00 from May 2012 and \$650.00 from June 2012 from C.S.'s previous tenancy and \$650.00 from the July 2012 tenancy for C.S. and Candice S. The Landlord stated she was of the opinion that she could combine the full amount owing on one claim.

Analysis

Given the evidence before me, in the absence of any evidence from the Tenants who did not appear despite being properly served with notice of this proceeding, I accept the version of events as discussed by the Landlord and corroborated by their evidence.

Co-tenants are defined in the *Residential Tenancy Policy Guideline # 13* as 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 and 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.

Upon review of the evidence I accept that Tenant C.S. occupied the unit on the original tenancy agreement where she accumulated unpaid rent and continued to do so after the new agreement was entered into with a co-tenant. I am satisfied that the second tenancy agreement was an amendment to C.S.'s tenancy or continuation of her tenancy and the new document was created for the sole reason to add the co-tenant Candice S.

Based on the foregoing, I find that the application before me for monetary compensation for the period of May to July 31, 2012 may proceed against C.S., the original tenant, and is dismissed against the co-tenant (Candice S.) without leave to reapply. I make

this finding because Candice S. was not a tenant prior to July 1, 2012 and as a co-tenant C.S. is liable for the entire amount.

The Landlord made claim for unpaid rent of \$1,310.00 accumulated from May 1, 2012 to July 31, 2012, pursuant to section 26 of the *Act* which stipulates a tenant must pay rent when it is due in accordance with the tenancy agreement.

Based on the aforementioned, I find that the Tenant C.S. has failed to comply with a standard term of the tenancy agreement which stipulates that rent is due monthly on the first of each month. Accordingly, I find the Landlord has met the burden of proof and I award them a monetary claim of **\$1,310.00** for unpaid rent.

Conclusion

The Landlord has been award a Monetary Order for **\$1,310.00** against C.S. This Order is legally binding and must be served upon the Tenant.

The claim against Candice S. is HEREBY DISMISSED, without leave to reapply.

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 14, 2012.

Residential Tenancy Branch