



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, OPR, FF, CNR

Introduction

Some documentary evidence and written arguments have 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 decision deals with two applications for dispute resolution, one brought by the tenant, and one brought by the landlords. Both files were heard together.

The landlord's application is a request for an order of possession based on a notice to end tenancy for nonpayment of rent, a request for a monetary order for \$1400.00, and request for recovery of the \$50.00 filing fee. The landlord is also requesting an order to keep the full security deposit towards the claim.

The tenant's application is a request to cancel a notice to end tenancy that was given for nonpayment of rent.

Background and Evidence

This tenancy began on June 1, 2012 with a monthly rent of \$900.00, and at that time there were two tenants on the tenancy agreement.

The tenants paid a security deposit of \$450.00.

The landlord testified that:

- There were originally two tenants in this rental unit, however the respondent gave the other tenant a notice to move out and therefore the other tenant did so.
- The respondent had planned to get another roommate however it appears she has been unable to do so and as a result has not pay the full rent.
- The respondent did not pay the rent for the month of December, 2012, and therefore on December 2, 2012, a 10 day notice to end tenancy was posted on the tenants door.
- The respondent failed to comply with that notice, and also failed to pay the full outstanding rent.
- The tenant subsequently paid the outstanding December 2012 rent, however it was accepted for use and occupancy only, and now the tenant has failed to pay the full January 2013 rent.
- He is therefore requesting an order of possession for as soon as possible, and an order for the outstanding rent totaling \$900.00.
- He is also requesting recovery of the \$50.00 filing fee

The tenant testified that:

- She did originally rent this unit with a co-tenant and they shared the rent, paying \$450.00 each per month.
- In September of 2012 she gave her roommate a notice to move out of the rental unit stating that she was going to look for another roommate.
- Her roommate did move out of the rental unit; however she has been unable to find a new roommate.
- She was subsequently told by the residential tenancy branch that the notice she gave her roommate was not valid under the Residential Tenancy Act, and that the landlord would have to have given the notice to end tenancy.
- She is attempting to find another roommate, and has continued to pay her portion of the rent in the meantime.
- She therefore does not believe she should be held liable for the full amount of the outstanding rent and asks that this notice be cancel.

Analysis

When two people become co-tenants in a rental unit under one tenancy agreement they are both liable for the full amount of the rent, and therefore if one person fails to pay their portion of the rent, or if one person moves out, the other person can still be held liable for the full amount.

Therefore when this tenant's roommate moved out of the rental unit, it did not change the amount of rent due to the landlord.

Therefore since the rent is \$900.00 per month, that is the amount of rent that should have been paid each month, and since that full rent has not been paid I will not be cancel the notice to end tenancy.

I therefore allow the landlord's request for an order possession and the landlord's request for a monetary order for the outstanding rent.

I also allow the landlord's request for recovery of his \$50.00 filing fee.

Conclusion

The tenant's application is dismissed without leave to reapply.

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

I have allowed the landlords full reduced monetary claim of \$950.00 per month, and I therefore order that the landlord may retain the full security deposit of \$450.00 and I've issued a Monetary Order in the amount of \$500.00.

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: January 10, 2013

Residential Tenancy Branch

