



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDC; O

Introduction

This is the Tenants' application for compensation for damage or loss under the Act, Regulation or tenancy agreement.

The Tenants gave affirmed testimony at the Hearing.

The Tenants testified that they served the Landlord with the Notice of Hearing documents and copies of their documentary evidence by handing the documents to the Landlord on February 2, 2013.

The teleconference remained open for 20 minutes, but the Landlord did not sign into the conference.

Issues to be Decided

- Are the Tenants entitled to compensation in the amount of \$550.00?

Background and Evidence

The Tenants gave the following testimony:

The Tenants shared the rental unit with two occupants. Monthly rent is \$1,550.00. The Tenants stated that their "share" of the rent is \$550.00. They testified that there is a written tenancy agreement but that they do not have a copy. They stated that the Tenants' copy was given to a former roommate, who is no longer living there. The Tenants confirmed that there was only one tenancy agreement for the rental unit that all occupants had signed.

The two other occupants moved out of the rental unit at the end of January, after failing to pay their share of the rent for January, 2013. The Tenants stated that the Landlord did not issue a 10 Day Notice to End Tenancy for Unpaid Rent, but simply verbally

informed the Tenants that they would have to move out. The Tenants moved out of the rental unit on February 6, 2013.

The Tenants testified that their rent is paid directly to the Landlord by the Ministry and that the Landlord deposited their cheque for February's rent before the Tenants could stop payment on it. The Tenants want to get that money back from the Landlord so they can afford their moving expenses.

Analysis

Based on the testimony of the Tenants, I find that the occupants of the rental unit were co-tenants. This means that they are all jointly and severally responsible for debts under the tenancy agreement. In other words, a Landlord can seek unpaid rent or compensation for damages from any one or all of the co-tenants. It is up to the co-tenants to apportion any debt between themselves.

The Tenants acknowledged that monthly rent of \$1,550.00 was not paid in full for the month of January, 2013. In addition, the Tenants did not move out of the rental unit until February 8, 2013.

Therefore, I find that the Tenants are not entitled to compensation in the amount of \$550.00 and their application is dismissed.

Conclusion

The Tenants' application is dismissed.

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: March 11, 2013

Residential Tenancy Branch

