



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction:

The landlord requests a Monetary Order and an order to retain the security deposit and pet damage deposit.

Issues to be decided:

I am asked to determine whether the tenants are liable for various monetary claims of the landlord following the ending of this tenancy, including rental arrears, loss of rent, unpaid utilities, and carpet cleaning costs. If awarded, I am asked to order that the landlord retain the deposits in partial satisfaction of such award.

Background and Evidence:

This tenancy originated November 1, 2012. A security deposit was paid in the amount of \$475.00 and a pet damage deposit in the amount of \$475.00. Monthly rent was \$950.00, payable in advance on the 30th day of the previous month. The tenants were also liable for half of the electric and water bills for the premises (a duplex). A notice to end the tenancy was given by the male tenant to the landlord in March, effective to end the tenancy April 30, 2013. On April 3, the landlord issued a 10 day Notice to End the Tenancy, when April rent was not fully paid. Discussions occurred for the tenancy to continue with the female tenant, but a new tenancy was never finalized. No further rent was paid. Utilities and water bills remained unpaid. The landlord arranged to clean the carpets following the tenancy.

The landlord claims for the loss of rent for April and May, as he was unable to place a new tenant prior to June and has lost rent for May. The landlord claims for the utility costs up to and including May, and claims the carpet cleaning costs. The tenants do not dispute any of the claims related to payments to the end of April, but dispute the claim of May's rent, and utilities and water charges for May.

Analysis:

1. There is no dispute by the tenants that half of April's rent remains due to the landlord. The sum of \$475.00 is awarded to the landlord.
2. The tenants agree to pay the claimed utilities to the end of April. As testified to by the landlord, the hydro cost is \$140.55 and the water cost is \$63.76. Both sums are awarded.
3. The carpet cleaning cost is not disputed, and the sum of \$73.50 is awarded.

The tenants correctly note that in a joint tenancy such as this one, a notice given by either tenant is sufficient to end the tenancy of both. I find that a proper notice was therefore given by the tenants to end the tenancy effective April 30. Although the tenancy ended earlier based upon the landlord's 10 day notice, the tenants remain liable for all of April's rent, as any loss of rent by the landlord to the end of April was attributable to their failure to pay the full rent for April. However, as the tenancy would have ended April 30 in any event, the tenants' obligation to pay rent ended April 30, and they had no obligation to pay May's rent. I note that the landlord could have started advertising for new tenants the moment he received the notice in March, but delayed in doing so until the end of April. The claim for May's rent is therefore denied.

Given that the tenants are not liable for May rent, it follows they are not liable for May's utilities or water levies.

As the landlord is successful as to part of his claim, I find the tenants must also pay the \$50.00 filing fee.

The total sum due by the tenants to the landlord is \$802.81.

The security deposit and pet damage deposit equal \$950.00, and the tenants agree that this sum may be used in satisfaction of the landlord's claim. As the deposits exceed the award made, the landlord must pay the balance of the deposits to the tenants immediately.

Conclusion:

I order pursuant to section 38(1) that the sum of \$802.81 may be retained by the landlord from the tenants' deposits, in full satisfaction of the monetary award noted above. I further order that the remaining balance of the deposits, equalling \$147.19, be paid immediately by the landlord to the tenants.

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: July 26, 2013

Residential Tenancy Branch