



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPC; MNR; MNSD; FF

Introduction

This is the Landlord's application for an Order of Possession for Cause; a Monetary Order for unpaid rent; to retain the security deposit in partial satisfaction of his monetary award; and to recover the cost of the filing fee from the Tenants.

The Landlord and the Tenant JC gave affirmed testimony at the Hearing.

The Tenant JC acknowledged receipt of the Notice of Hearing documents and copies of the Landlord's documentary evidence. The Landlord testified that he was not able to serve the Tenant JD with documents because he had moved to another province and did not provide a forwarding address.

The Tenant JD was not served with notice of the Hearing and the Landlord chose to proceed against the co-tenant, Tenant JC. Therefore, the Landlord's application against the Tenant JD is dismissed without leave to reapply.

Preliminary Matter

At the outset of the Hearing it was determined that the Landlord did not intend to tick the box on the Application for Dispute Resolution seeking an Order of Possession. The Landlord has taken back possession of the rental unit and therefore this portion of his application is dismissed.

Issues to be Decided

- Is the Landlord entitled to a Monetary Order, and if so, in what amount?

Background and Evidence

A copy of the tenancy agreement was provided in evidence. Monthly rent was \$1,000.00, due the first day of each month. The tenancy agreement was a term lease, commencing June 15, 2013 and ending December 31, 2013. The Tenants paid a security deposit in the amount of \$500.00 at the beginning of the tenancy.

The Landlord stated that the Tenants moved out of the rental unit at the end of September, 2013, without giving due notice to end the tenancy. He stated that the Tenant JD moved to another province and that the Tenant JC gave only one day's notice that he was moving out. The Landlord stated that the Tenant JC paid only partial rent for the month of October, 2013, and that he did not leave the rental unit in a reasonably clean condition at the end of the tenancy. The Landlord testified that the Tenants did not return the keys, so he had to have another key cut.

The Landlord seeks a monetary award, calculated as follows:

Landlord's labour to clean rental unit (3 hours @\$20.00)	\$60.00
Cost of cleaning carpet (labour plus rental cost)	\$60.00
Unpaid rent for October, 2013	\$850.00
Cost of cutting key	\$5.00
Recovery of filing fee	<u>\$50.00</u>
TOTAL	\$1,025.00

The Landlord is not seeking compensation for loss of revenue.

The Tenant stated that he gave the Landlord verbal notice. He stated that he did not give a forwarding address to the Landlord until November 26, 2013.

The Tenant stated that he did not return the key to the rental unit or shampoo the carpets at the end of the tenancy, although he did vacuum the carpet. The Tenant stated that the rental unit might have needed additional cleaning.

Analysis

I explained to the Tenant JC that co-tenants are jointly and severally responsible for debts and damages over the course of a tenancy. In other words, the Landlord may proceed against both or either of the Tenants for the total monetary claim. It is up to co-tenants to apportion any monetary award between themselves.

I also explained to the Tenant JC that in order to be a valid notice to end a tenancy, it must be in writing. Furthermore, in this case the tenancy agreement was a lease and therefore the Tenants could not unilaterally end the tenancy before the end of the term which was December 31, 2013.

I find that the Landlord has established a monetary award against the Tenant JC as claimed, in the total amount of **\$975.00**

Pursuant to Section 72(2)(b) of the Act, the Landlord may apply the security deposit towards partial satisfaction of the award.

The Landlord has been successful in his application and I find that he is entitled to recover the cost of the **\$50.00** filing fee from the Tenant JC.

I hereby provide the Landlord a Monetary Order, calculated as follows:

Monetary award	\$975.00
Recovery of the filing fee	<u>\$50.00</u>
Subtotal	\$1,025.00
Less security deposit	<u>- \$500.00</u>
TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF	\$525.00

Conclusion

The Landlord's claim against the Tenant JD is dismissed without leave to reapply.

The Landlord is provided with a Monetary Order in the amount of **\$525.00** for service upon the Tenant JC. This Order may be filed in the Provincial Court of British Columbia (Small Claims) 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: April 03, 2014

Residential Tenancy Branch

