



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Mainfraser Enterprises Limited  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNR, MND, MNSD, MNDC, FF

### Introduction

This was a hearing with respect to the landlord's application for a monetary order and an order to retain the security deposit. The hearing was conducted by conference call. The landlord's agent and the tenant called in and participated in the hearing.

### Issue(s) to be Decided

Is the landlord entitled to a monetary award and if so, in what amount?

### Background and Evidence

The rental unit is a strata title apartment in Vancouver. The tenancy began on November 1, 2013 for a fixed term ending August 31, 2014. The monthly rent was \$1,500.00, payable on the first of each month. The tenant paid a security deposit of \$750.00 at the start of the tenancy. There were two persons named on the tenancy agreement, the tenant and "D.G.", who was the tenant's boy friend at the time the tenancy began. Within days of the beginning of the tenancy, the tenant had an altercation with her boyfriend and moved out of the rental unit. The tenant found a new place to live and entered into a new tenancy on November 8, 2013. She returned to the rental unit only to retrieve her belongings. The tenant communicated with the landlord's agent by text messages. She advised him that she had moved out of the rental unit and said that D.G. would take over the lease. She said that she would not be responsible for the lease after November 30<sup>th</sup>. She also said that she wanted her name and credit removed and she advised the landlord to do a credit check on her co-tenant because he apparently did not have good credit.

The rent for December was not paid and D.G. moved out of the rental unit in mid-December. He removed his personal belongings but left some cast off furniture in the rental unit. The landlord said that D.G. moved out and did not provide a valid forwarding address. The landlord does not know the current whereabouts of D.G. The

tenant took the position that because she was forced to move out of the rental unit for her safety and well being, her name should have been taken off the lease, leaving her co-tenant solely liable for all claims after she departed.

In the application for dispute resolution the landlord claimed the following:

• Unpaid rent for December:	\$1,500.00
• Unpaid rent for January:	\$1,000.00
• Unpaid utilities Nov to Jan 20:	\$92.67
• Replacements for fobs not returned:	\$150.00
• Replacement keys:	\$12.05
• Move out discarded furniture	\$315.00
• Replace damaged door	\$268.80
• Necessary cleaning:	\$60.00
• Move-in fee:	\$200.00
• Property management fee for re-renting:	\$472.50

Total: \$4,071.02

The landlord submitted a copy of the tenancy agreement and a copy of the strata bylaws. The landlord provided a utility bill for electricity charges in the amount of \$92.67, an invoice for repairs and furniture removal in the amount of \$636.30, an invoice from the property management company to the landlord for the sum of \$472.50 said to be a charge for finding a new tenant, and invoice for cleaning in the amount of \$60.00, a receipt for \$150.00 paid for fobs and an invoice for keys in the amount of \$12.05.

### Analysis

The tenant entered into a fixed term tenancy with her co-tenant. The fact that the tenant had to move out because of the behaviour of her co-tenant does not relieve her of her obligations under the tenancy agreement that she signed. The landlord was not required to release the tenant from her obligations because she moved out of the rental unit and it was not required to enter into a new tenancy agreement with D.G. after the tenant moved out. The obligations of co-tenants under a tenancy agreement are joint and several. The landlord is not obliged to proceed against both tenants. The landlord was entitled to bring this application against the tenant without naming her co-tenant as a party, particularly as here when the whereabouts of the co-tenant are not known to the landlord. The tenant does have the right to pursue a claim against her co-tenant for contribution or reimbursement of amounts that she has been found liable to pay to the

landlord, but it will be up to the tenant to pursue such a claim against her co-tenant in another forum.

Rent for December was not paid and I accept the evidence of the landlord's agent that the unit was not re-rented until January 20<sup>th</sup>. I allow the landlord's claim for unpaid rent for December in the amount of \$1,500.00 and lost revenue for January in the amount of \$1,000.00. The landlord is entitled to recover the cost of utilities as claimed in the amount of \$92.67. The landlord claimed \$315.00 for furniture removal and \$28.80 for repairs, for a total of \$583.80, but the landlord submitted an invoice of \$636.30 for these charges. I allow the lesser amount of \$583.80 as stated in the application for dispute resolution. The landlord is also entitled to recover its costs for fobs and key replacement as claimed.

The landlord claimed a move-in fee of \$200.00, but I was not provided with proof of payment of a move-in fee and the tenancy agreement did not provide that the tenants were responsible for paying this charge; the strata bylaws state that the owner is responsible for paying the move-in fee and there is no agreement that the tenants must reimburse the landlord for the fee. I deny the claim for a move-in fee. The landlord claimed a charge for re-renting the unit, but the tenancy agreement does provide that the tenants are responsible for paying this administrative expense and the claim for a re-renting charge is denied.

### Conclusion

I have allowed the landlord's claims in the total amount of \$3,338.52. The landlord is entitled to recover the \$50.00 filing fee, for a total award of \$3,388.52. I order that the landlord retain the \$750.00 security deposit that it holds, in partial satisfaction of this award and I grant the landlord an order under section 67 of the Act for the balance of \$2,638.52. This order may be registered in the Small Claims Court 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: July 07, 2014

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Residential Tenancy Branch

