



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC FF

Introduction

This hearing convened pursuant to the landlord's application for monetary compensation. The landlord and the two named respondents called in to the teleconference hearing.

Preliminary Issue

The landlord incorrectly named two tenants as co-respondents in their application. The two tenants had separate tenancy agreements, and the rental unit in one agreement was identified as the east room, while the other was identified as the west room.

Residential Tenancy Policy Guideline 13 sets out as follows:

Co-tenants are two or more tenants who rent the same property under the same tenancy agreement. Co-tenants are jointly responsible for meeting the terms of the tenancy agreement... Co-tenants are jointly and severally liable for any debts or damages relating to the tenancy. This means that the landlord can recover the full amount of rent, utilities or any damages from all or any one of the tenants.

"Tenants in common" sharing the same premises or portion of premises may enter into separate tenancy agreements with a landlord. A tenant in common has the same rights and obligations as an ordinary tenant with a separate tenancy, and is not responsible for debts or damages relating to the other tenancy.

In the hearing I informed the parties that in this case the tenants were not co-tenants, and therefore the landlord would have to pursue separate applications against the tenants.

Conclusion

This application, naming the two respondents jointly, is dismissed. However, it is open to the landlord to file new applications naming each tenant in a separate application, and to pursue monetary compensation in each application.

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: August 29, 2014

Residential Tenancy Branch

