



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding NPR Limited Partnership  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes                      MNDC, MNSD, FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order and an order permitting retention of the security deposit in partial satisfaction of the claim. All parties appeared and had an opportunity to be heard.

### Issue(s) to be Decided

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

### Background and Evidence

This one year fixed term tenancy commenced January 1, 2014. The monthly rent of \$775.00 was due on the first day of the month. The tenants paid a security deposit of \$387.50. In addition to the written tenancy agreement the parties entered into a Rent Rebate Agreement. Pursuant to this agreement the rent was reduced by \$50.00 per month. In the event that the tenants did not stay in the rental unit until the end of the term, it was agreed that the tenants would have to reimburse the landlord for any rent rebate received.

At the beginning of May the landlord issued and posted a 10 Day Notice to End Tenancy for Non-Payment of Rent. One tenant had paid \$363.00 towards the May rent which left a balance owing of \$412.00. Both tenants moved out of the rental unit before May 12. The landlord acknowledged that the tenants left the unit in very good condition.

Although they advertised the unit in the usual manner the landlord was not able to re-rent the unit until August 1. All parties acknowledged that because this building is near a university the summer months are the most difficult time for the landlord to rent units in it.

### Analysis

As explained in the hearing tenants in a fixed term tenancy agreement are responsible for the rent until the end of the term, subject to the landlord's legal obligation to attempt to re-rent the unit as soon as possible. Although the landlord was not able to re-rent the unit until August 1 it is only claiming rent for May and June.

I find that the tenants are responsible for the unpaid rent for May in the amount of \$412.00 (\$775.00 - \$363.00) and the unpaid rent for June in the amount of \$775.00 for a total of \$1187.00.

I also find that the tenants are responsible for re-payment of the rent rebate received in January, February, March and April in the amount of \$200.00 (\$50.00/month X 4 months).

Although liquidated damages were discussed in the hearing neither the Application for Dispute Resolution or the Resident Statement included in the landlord's evidence package, all of which were served on the tenants in advance of the hearing, included any claim for liquidated damages. As notice of any claim for liquidated damages was not served on the tenants in advance of the hearing, no order granting those damages may be made at this hearing.

Finally, as explained in *Residential Tenancy Policy Guideline 13: Rights and Responsibilities of Co-tenants*, available on-line at the Residential Tenancy Branch web-site: "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. The responsibility falls to the tenants to apportion among themselves the amount owing to the landlord."

### Conclusion

I find that the landlord has established a total monetary claim of \$1437.00 comprised of unpaid rent for May and June in the amount of \$1187.00, re-payment of the rent rebate received in the amount of \$200.00, and the \$50.00 fee paid by the landlord for this application. I order that the landlord retain the deposit of \$387.50 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1049.50.

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 26, 2014

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Residential Tenancy Branch

