



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Mainstreet Equity Corp.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OPR, MNR, MNDC, MNSD, FF

Introduction

This hearing concerns the landlord's application for an order of possession / a monetary order as compensation for unpaid rent / compensation for damage or loss under the Act, Regulation or tenancy agreement / retention of all or part of the security deposit / and recovery of the filing fee.

While the landlord attended the hearing and gave affirmed testimony, neither tenant appeared. The landlord testified that the application for dispute resolution and notice of hearing (the "hearing package") was served on each tenant by way of registered mail. Evidence submitted by the landlord includes the tracking numbers for the registered mail. The Canada Post website informs that the package sent to tenant "DR" was "successfully delivered," whereas the package sent to tenant "AD" was "unclaimed by recipient" and was later "successfully returned to the sender."

Issue(s) to be Decided

Whether the landlord is entitled to any of the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement the 12 month term of tenancy is from March 01, 2014 to February 28, 2015. Rent is due and payable in advance on the first day of each month. While the tenancy agreement provides that monthly rent is \$825.00, the landlord testified that a rent incentive of \$100.00 was provided as a condition of entering into a 12 month lease. Accordingly, monthly rent for the period of the 12 month term is \$725.00 (\$825.00 - \$100.00). A security deposit of \$412.50 was collected.

The landlord testified that at some unknown point in time, tenant "AD" vacated the unit and did not provide a forwarding address.

Arising from rent which remained unpaid when due on August 01, 2014 in the amount of \$362.50 ($\$725.00 \div 2$), pursuant to section 46 of the Act which addresses **Landlord's notice: non-payment of rent**, the landlord issued a 10 day notice to end tenancy dated August 06, 2014. The notice was served by way of posting on the unit door on that same date. A copy of the notice was submitted in evidence. Subsequently, there was no further payment toward rent for August 2014. However, the landlord testified that tenant "DR" has made rent payments for September and October 2014 in the limited amount of "his half" which is \$362.50, and he continues to reside in the unit.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, forms and more can be accessed via the website: www.gov.bc.ca/landlordtenant

Section 26 of the Act addresses **Rules about payment and non-payment of rent**, in part:

26(1) A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

Residential Tenancy Policy Guideline # 13 speaks to "Rights and Responsibilities of Co-Tenants," in part:

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 also have equal rights under 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. The responsibility falls to the tenants to apportion among themselves the amount owing to the landlord.

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord, I find that the tenants were served with a 10 day notice to end tenancy for unpaid rent dated August 06, 2014. The tenants did not pay the full amount of outstanding rent within 5 days of receiving the notice, and did not apply to dispute the

notice. The tenants are therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the notice. In the result, I find that the landlord has established entitlement to an **order of possession**.

As to compensation, I find that the landlord has established a claim of **\$1,137.50**:

\$362.50: *unpaid rent for August*

\$362.50: *unpaid rent for September*

\$362.50: *unpaid rent for October*

\$50.00: *filing fee*

I order that the landlord retain the security deposit of **\$412.50**, and I grant the landlord a **monetary order** for the balance owed of **\$725.00** (\$1,137.50 - \$412.50).

Conclusion

I hereby issue an **order of possession** in favour of the landlord effective not later than **two (2) days** after service on the tenants. This order must be served on the tenants. Should the tenants fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$725.00**. Should it be necessary, this order may be served on the tenants, filed 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: October 16, 2014

Residential Tenancy Branch

