



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes O, FF

Introduction

There are applications filed by both parties. The landlord seeks an order of possession as a result of a notice to vacate the rental unit and recovery of the filing fee. The tenant seeks an order to continue the tenancy and recovery of the filing fee.

Both parties attended the hearing by conference call and confirmed receipt of the notice of hearing package filed by the other party. The tenant confirmed receipt of the landlord's submitted documentary evidence and confirmed that none of the 3 tenants have submitted any documentary evidence. As such, I find that all parties have been properly served with the notice of hearing packages of each party and the landlord's submitted documentary evidence.

Issue(s) to be Decided

Is the landlord entitled to an order of possession?

Is the tenant entitled to an order to continue the tenancy?

Background and Evidence

This tenancy began on June 1, 2012 on fixed term tenancy ending on June 1, 2013 and then thereafter on a month to month basis as shown by the landlord's submitted copy of the signed tenancy agreement. The monthly rent is \$1,900.00 payable on the 1st of each month and a security deposit of \$950.00 was paid on June 1, 2012.

The landlord states that he received written notice from the tenant, N.B. to terminate the tenancy dated December 1, 2014. The note states, "Please accept this letter as my official notice to end tenancy." The landlord states that he accepted this notice to

vacate on December 1, 2014 and advise the other two tenants on December 11, 2014 that this would end the for all and that the effective end of tenancy date would be January 31, 2015.

The tenants all dispute this claim by the landlord and stated that tenant, N.B. “has ended her agreement only.” The tenant, N.B. stated that it was her assumption that with all of her correspondence with the landlord that she was only ending her portion of the tenancy due to a flood that occurred in the basement. The tenant, N.B. stated that the landlord had accepted this agreement with her to end her portion of the tenancy. The landlord disputed this stating that there was no agreement to sever the tenancy agreement between the parties.

Analysis

Residential Tenancy Branch Policy Guideline #13, Rights and Responsibilities of Co-Tenants state,

This Guideline clarifies the rights and responsibilities relating to **multiple tenants renting premises under one tenancy agreement**.

A tenant is the person who has signed a tenancy agreement to rent residential premises. If there is no written agreement, the person who made an oral agreement to rent the premises and pay the rent is the tenant. 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.

Where co-tenants have entered into a fixed term lease agreement, and one tenant moves out before the end of the term, that tenant remains responsible for the lease until the end of the term. If the landlord and tenant sign a written agreement to end the lease agreement, or if a new tenant moves in and a new tenancy agreement is signed, the first lease agreement is no longer in effect.

Where co-tenants have entered into a periodic tenancy, and one tenant moves out, that tenant may be held responsible for any debt or damages relating to the tenancy until the tenancy agreement has been legally ended. **If the tenant who moves out gives proper notice to end the tenancy the tenancy agreement will end on the effective date of that notice, and all tenants must move out, even where the notice has not been signed by all tenants.** If any of the tenants remain in the premises and continue to

pay rent after the date the notice took effect, the parties may be found to have entered into a new tenancy agreement. The tenant who moved out is not responsible for carrying out this new agreement.

The Residential Tenancy Act and the Manufactured Home Park Tenancy Act require that tenancy agreements be in writing. Any changes regarding who is a tenant should be recorded in writing.

A security deposit or a pet damage deposit¹ is paid in respect of a particular tenancy agreement. Regardless of who paid the deposit, any tenant who is a party to the tenancy agreement to which the deposit applies may agree in writing to allow the landlord to keep all or part of the deposit for unpaid rent or damages, or may apply for arbitration for return

I accept the evidence submitted by both parties and find that this is a tenancy agreement where there are multiple tenants renting under one tenancy agreement as shown by the submitted copy of the signed tenancy agreement dated April 19, 2012. In this case, all three tenants are co-tenants and share responsibility to the tenancy. Although the tenant, N.B. disputes that the landlord had agreed to sever the tenancy, no new tenancy agreement was entered into with the remaining tenants. The landlord has disputed that a new agreement was made. The tenants are unable to provide sufficient evidence to satisfy me that the landlord entered into a new tenancy agreement. As such, the tenant's request is denied. The landlord has established grounds that notice to vacate the rental was given by the tenant, N.B. and that the two remaining tenants, K.S. and J.S. must vacate the rental. The landlord is granted an order of possession for the effective end of tenancy on January 31, 2015. As notice was received on December 1, 2014, the one months notice would be effective on January 31, 2015. The tenants must be served with the order of possession. 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.

The landlord is entitled to recovery of the \$50.00 filing fee having been successful in their application. The landlord is granted a monetary order under section 67 for \$50.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The tenant's application is denied.

The landlord is granted an order of possession for January 31, 2015.

The landlord is granted a monetary order for \$50.00.

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: January 15, 2015

Residential Tenancy Branch

