



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CONTINENTAL MANOR  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNR

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the "Application") made by the Tenant to cancel a notice to end tenancy for unpaid rent.

The Tenant appeared for the hearing and provided affirmed testimony as well as documentary evidence in advance of the hearing. The Landlord named on the Application, who was also an agent for the company named on the Application, appeared for the hearing with the Co-Tenant named on the tenancy agreement.

No issues were raised in relation to the service of the Tenant's Application and documentary evidence under the *Residential Tenancy Act* (the "Act").

During initial submissions by both parties it was determined that this dispute was between the Co-Tenant named on the tenancy agreement and the Tenant named on the Application. Both of these parties had signed a single tenancy agreement with the Landlord to pay rent for a total amount of \$850.00; they both decided that they would split the rent in half and make rent payment to the Landlord separately.

The Landlord explained that the Co-Tenant failed to pay her portion of the rent for February and March, 2015. As a result, the Tenant covered the Co-Tenant's rent by making full payment to the Landlord for both months. Therefore, there were no rental arrears for the Landlord to claim.

However, the Co-Tenant issued the Tenant with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities on February 2, 2015. I explained to the parties that in accordance with Policy Guideline 13 to the Act which deals with the rights and responsibilities of Co-Tenants, because both parties were named as Tenants under a single agreement with the Landlords, they were jointly and severally liable for payment of rent to the Landlord. In addition, the Residential Tenancy Branch does not have any

jurisdiction to determine disputes between Co-Tenants and, Co-Tenants are not able to use a Landlord's remedy under the Act to deal with a dispute between them.

The Tenant indicated that she was not happy in this tenancy but was afraid to end it because she was bound to the fixed term. However, the Landlord agreed that the tenancy could be ended as long as the Tenant agreed to pay her portion of rent.

### Settlement Agreement

Pursuant to Section 63 of the Act, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order.

The parties **agreed** to end the Tenant's tenancy on **March 15, 2015 at 1:00 p.m.** The Landlords are issued with Order of Possession effective for this date and time if the Tenant fails to vacate the rental unit in accordance with this agreement. Original copies of the Order of Possession are attached to the Landlords' copy of this decision.

The Landlord agreed that the Tenant only needed to pay **\$425.00** in rental arrears for the period of February 2015 and could have the two weeks of March 2015 for free. The Landlords are issued with a Monetary Order in the amount of \$425.00 which is enforceable in the in the Small Claims court as an order of that court if the Tenant fails to make payment in accordance with this agreement. Original copies of this order are attached to the Landlords' copy of this decision.

The above orders are final and binding on the parties. This file is now closed.

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: March 02, 2015

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Residential Tenancy Branch

