



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, OPR, MNR, FF

Introduction

In the first application the tenants Mr. M. C.-B. and Ms. R.C. apply to cancel a ten day Notice to End Tenancy for unpaid rent.

The landlord applies for an order of possession pursuant to the Notice and for a monetary award for unpaid rent.

Since making their application all three tenants have vacated the premises. However there appears to be a person who has taken up occupancy without the landlord's or the tenants' authorization. None oppose the landlord's request for an order of possession and I grant the landlord that order.

Issue(s) to be Decided

Does the relevant evidence presented during the hearing show on a balance of probabilities that the landlord is entitled to a monetary award for unpaid rent?

Background and Evidence

The tenancy started in April 2015. There is a written tenancy agreement showing the monthly rent to be \$995.00, due on the first of each month.

The tenancy agreement requires the tenants to pay a \$500.00 security deposit and a \$1000.00 pet damage deposit. The landlord says he holds a \$497.50 security deposit and a \$497.50 pet damage deposit.

The tenants agree that the landlord holds a \$497.50 security deposit but say that the pet damage deposit was more than that. For the purposes of this hearing the admitted

\$497.50 pet damage deposit amount will be used. The tenants are at liberty to apply for dispute resolution to show they have paid more than that.

The landlord testifies that the July 2015 rent was short by one third. He says he received only \$260.00 for August rent and so he issued the ten day Notice. He agrees that he received a further \$403.50 at the end of August.

He says that the Residential Tenancy Branch told him that because the ten day Notice was being challenged by the tenants he could not deal with the property until this hearing. He says he does not know that the tenants have left and he has not received the keys back.

The tenant Mr. C.-B. says that he and the tenant Ms. K.H. left at the end of August. He says he gave the landlord verbal notice on July 27th that he was leaving August 31st.

The tenant Ms. R.C. testifies that she also left at the end of August and gave the keys to the premises to a man named "Phil" who had told her he had spoken to the landlord.

In response, the landlord says he does not know "Phil" and did not authorize anyone to move in or recover keys from these tenants.

Analysis

The *Residential Tenancy Act* (the "Act"), section 52, requires that in order to end a tenancy a tenant's notice must be in writing and be signed. The tenants' verbal notice was not sufficient to end the tenancy.

The fact that the tenants challenged the ten day Notice rendered it ineffective to end the tenancy until the challenge was heard at this hearing today.

As a result, this tenancy continued into September and the tenants were responsible for the rent that came due on September 1.

It should be noted that the tenants were under the impression that they each owed only a one third share of the rent. Unless the tenancy agreement states otherwise, multiple tenants' obligations under a tenancy agreement are joint. In this case, the obligation to pay rent was a single obligation incumbent on all three tenants, no matter how they might have divided that obligation between themselves. They were each responsible to see that the rent was paid in full each month.

I find that the tenants owe the landlord \$663.00 for unpaid July and August rent and \$995.00 for September rent. I award the landlord \$1658.50 plus the \$50.00 filing fee.

I authorize the landlord to retain the \$995.00 of deposit money he admits holding, in reduction of the amount awarded. There will be a monetary order against the tenants for the remainder of \$713.50.

Conclusion

The tenants' application is dismissed.

The landlord's application is allowed.

This decision was rendered orally at hearing and 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: September 17, 2015

Residential Tenancy Branch

