



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order. At the hearing, the landlord's agent testified that the applications for dispute resolution and notices of hearing for both of the respondent tenants were sent to the employer of the tenant LA at his employer's address. The agent testified that LA's employer confirmed that LA collected the letter from that address. Section 89 of the Act requires that documents be served to the address at which a tenant resides or is provided to the landlord as a forwarding address. However, section 71(2)(c) of the Act permits me to find that a document not served in accordance with section 89 is sufficiently served for the purposes of the Act. I find that as the landlord received confirmation that LA collected the documents, those documents have been sufficiently served on LA. However, I find that there is insufficient evidence to show that the other tenant, SM, has been sufficiently served and I dismiss the claim as against SM.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background and Evidence

The landlord's undisputed evidence is as follows. LA and SM began residing in the rental unit on or about April 1, 2012. Although SM's name is the only tenant who signed the tenancy agreement, the landlord's agent testified that LA participated in paying the rent during the tenancy. The tenancy ended in August 2013. The tenancy agreement states that the tenants were required to pay \$2,300.00 in rent in advance on the first day of each month. The agent testified that the tenants failed to pay \$900.00 of their rent in July and failed to pay any rent whatsoever in the month of August. The landlord seeks to recover \$900.00 in unpaid rent for July and \$2,300.00 in unpaid rent for August as well as recover the filing fee paid to bring his application. The agent acknowledged that

the landlord had a \$597.50 security deposit and asked that it be applied to the amount awarded.

Analysis

I accept the undisputed evidence of the landlord. Although LA did not sign the tenancy agreement, I find that because he resided in the unit and paid rent to the landlord, he is a tenant and is jointly and severally liable with the tenant SM.

I find that the tenants were obligated to pay \$2,300.00 in rent each month and that they failed to pay \$900.00 of their rent in July and failed to pay any rent whatsoever in the month of August. I find that the landlord is entitled to recover these arrears and I award the landlord \$3,200.00. As the landlord has been successful in his claim, I find he should recover the \$50.00 filing fee and I award him that sum for a total entitlement of \$3,250.00. I order the landlord to retain the \$597.50 security deposit in partial satisfaction of the claim and I grant the landlord a monetary order for \$2,652.50. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court. This order is enforceable only against LA.

Conclusion

The landlord is granted a monetary order for \$2,652.50 and will retain the security deposit.

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 11, 2016

Residential Tenancy Branch

