



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Codes: MNR, MNSD, OPR, FF

Introduction:

This was an application by the landlords for an Order for Possession for non-payment of rent, a Monetary Order and an Order to retain the security deposit in partial satisfaction of the monetary claim. Only the landlord LM attended the application.

Issues:

Are the landlords entitled to an Order for Possession and Monetary Order?

Service of Documents:

LM testified that he served the Notice to End the tenancy for Non-Payment of Rent on November 6, 2015 by posting it to the tenants' door and the dispute resolution package by sending it to the tenant JD on November 24, 2015 by registered mail. Based on the evidence of the landlord I find that the tenant was deemed to have been personally served with a Notice to End Tenancy for non-payment of rent on November 9, 2015 the application for Dispute Resolution was deemed to be served on November 29, 2015 by registered mail.

Background and Evidence:

LM testified that the tenancy began on November 1, 2013 with four different tenants with rent in the amount of \$ 1,234.80 due in advance on the first day of each month. This tenant's share (JD) of the rent was \$ 400.00. The tenants paid a security deposit of \$ 600 on November 1, 2013. This tenant's share of the deposit was \$ 150.00. LM testified that the arrears from November 2015 through January 2016 were \$ 1,208.70.

Analysis:

The landlords entered into a joint tenancy with all the tenants. When the landlord ends a tenancy against one tenant the tenancy ends for all of them. Similarly the security deposit is held jointly for all tenants. When a landlord seeks to retain a security deposit as partial payment for the unpaid rent of one of the joint tenants, the whole of the deposit must be used.

The tenant JD has not paid all the outstanding rent on time and has not applied for arbitration to dispute the Notice and is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice. Based on the above facts I find that the landlords are entitled to recover \$ 1,208.70 and the filing fee of \$ 50.00. I direct the landlords to retain the full security deposit of \$ 600.00 and grant them an order for the balance owing.

Conclusion:

I have granted the landlords an Order for Possession. This order may be filed in the Supreme Court and enforced as an Order of that Court. I order that the landlords retain the deposit and interest of \$ 600.00 and I grant the landlords an order under section 67 for the balance due of **\$ 658.70**. This order may be filed in the Small Claims Court and enforced as an order of that Court. This Decision and all Orders must be served on the tenants as soon as possible.

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 18, 2016

Residential Tenancy Branch

