



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding WIDSTEN PROPERTY MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, CNC, MNDC, RR

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenants filed under the Residential Tenancy Act, (the “Act”), for cancel a 10 Day Notice to End Tenancy for Unpaid Rent, to cancel a 1 Month Notice to End Tenancy for Cause, issued on February 4, 2016, for a monetary order.

Both parties appeared, gave testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

Preliminary matter

At the outset of the hearing the co-tenant BB, asked to be added as party to the application. As the tenancy agreement entered into on June 19, 2013, list BB as a tenant, I find it appropriate that the co-tenant BB be added as a party as they are jointly a severally liable for the tenancy.

At the outset of the hearing the parties agreed the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, is no longer an issue as the rent was paid within time limited specified in the Act.

At the outset of the hearing the co-tenant BB, stated they ended their relationship with the co-tenant CD, in the November 2015, and was informed by the landlord that they were liable for the rent until the co-tenant CD vacated. The tenant BB stated that they want the tenancy to end as they do not want to be responsible to the landlord any further. The tenant BB stated they are willing to end the tenancy on March 31, 2016, by mutual agreement, as the rent has been paid for March 2016.

The landlords stated that they are agreeable to end the tenancy by mutual agreement on March 31, 2016, as long as they obtain on order of possession. However, they are not prepared to enter into a new tenancy agreement with the tenant CD.

The tenant CD objects to the co-tenant BB ending the tenancy.

Under the Residential Tenancy Policy Guidelines # 13 Rights and Responsibilities of Co-tenants states,

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.

Although the co-tenant CD objects to the ending of the tenancy, however, the co-tenant BB is entitled to end the tenancy for all tenants with proper notice to the landlord. The co-tenant has given notice to the landlord to end the tenancy on March 31, 2016, which the landlord has agreed to accept. As a result, I find the tenancy ends for all tenants under the tenancy agreement and all tenants must move out of the rental unit on March 31, 2016. The landlord is not under any obligation to start a new tenancy with the co-tenant CD.

Therefore, I find that the tenancy legally ends for all tenants on March 31, 2016. The landlord is entitled to an order of possession.

Issues to be Decided

Is the tenant entitled to a monetary order?

Background and Evidence

The tenancy began on July 1, 2013. Rent in the amount of \$1,300.00 was payable on the first of each month. A security deposit of \$650.00 was paid by the tenants. The tenant paid a pet deposit of \$400.00, which had been returned to the tenants. On November 16, 2015, the tenancy agreement was amended to include AD as a co-tenant.

The tenant testified that the co-tenant BB, moved out of the rental unit in November 2015, and did not pay their portion of rent for December 2015. The tenant BB stated as a result they had to pay the full amount of rent on their own, which was an extreme hardship. The tenant stated that rent has been paid late for December 2015, January 2016, and February 2016; however, that was due to the relationship with the co-tenant ending and they have now sorted out their financial issues to ensure rent is paid on time.

The tenant CD testified that they seek compensation from the landlord in the amount of \$650.00, as that was the rent the co-tenant BB should have paid. The tenant further seeks compensation for the cleanup the rental unit when they moved in and cleaning cost for when the co-tenant BB left.

Analysis

To prove a loss and have one party pay for the loss requires the claiming party to prove four different elements:

- Proof that the damage or loss exists;
- Proof that the damage or loss occurred due to the actions or neglect of the Respondent in violation of the Act or agreement;
- Proof of the actual amount required to compensate for the claimed loss or to repair the damage; and
- Proof that the Applicant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

In this case, the tenant has the burden of proof to prove a violation of the Act by the landlord and a corresponding loss.

Where one party provides a version of events in one way, and the other party provides an equally probable version of events, without further evidence, the party with the burden of proof has not met the onus to prove their claim and the claim fails.

In this case, the tenant CD seeks compensation from the landlord for rent their co-tenant should have paid. However, that is matter between the co-tenants, not the landlord. I find the tenant has failed to prove a violation of the Act, by the landlord. Therefore, I dismiss this portion of the tenants' claim.

Further, the tenant CD seeks compensation for cleaning cost at the start of the tenancy. However, if the tenant was not satisfied with the condition of the property that should have been dealt with at the start of the tenancy. I find the tenant has failed to prove a violation of the Act, by the landlord. Therefore, I dismiss this portion of the tenants' claim.

Furthermore, the tenant CD seeks compensation for cleaning cost for cleaning up the rental unit after their co-tenant. However, that is a matter between the co-tenants, no the landlord. I find the tenant has failed to prove a violation of the Act, by the landlord. Therefore, I dismiss this portion of the tenants' claim.

Although the tenancy had ended on agreement by the co-tenant BB for March 31, 2016; however, I find given the evidence of the tenant CD, that rent was late three times, December 2015, January 2016 and February 2016. I find the 1 Month Notice to End

Tenancy for Cause, issued on February 4, 2016, is valid. As the landlord is entitled to end the tenancy on three late payments of rent, any issue of the rent was between the co-tenants.

Conclusion

The tenant's application is dismissed.

The landlord is granted on order of possession.

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 4, 2016

Residential Tenancy Branch

