



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC MT O OLC PSF

Introduction

This hearing dealt with cross-applications: an application by both the landlord and the tenants. The landlord applied for an Order of Possession pursuant to section 55 of the *Residential Tenancy Act* ("the Act"). The tenants applied for an order that the landlord comply with the Act pursuant to section 62; an order that the landlord provide facilities or services pursuant to section 65; and to cancel a 1 Month Notice to End Tenancy for Cause pursuant to section 47.

Both parties attended the hearing and were given an opportunity to be heard, to present sworn testimony and to make submissions. Tenant FB, present for this hearing, confirmed that he would also represent his co-tenant/co-applicant, Tenant BB. Both parties agreed they were provided with the other party's materials for this hearing. Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Background and Evidence

This tenancy began March 1, 2016 as a 12 month fixed term with a rental amount of \$1200.00 payable on the first of each month. Four tenants signed the tenancy agreement. After several difficulties between the tenants, two of the four tenants signed a mutual agreement to end tenancy with the landlord. The two tenants/applicants applied to dispute the end of the tenancy. The landlord testified that he continues to hold a \$399.00 security deposit paid by three of the tenants at the outset of this tenancy.

The tenant described a difficult living situation with two of the co-tenants. The landlord identified other issues with respect to this tenancy and its continuation. Both parties agreed that the tenancy should end.

Analysis

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. Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision:

The Parties mutually agreed as follows:

1. The landlord agreed to sign third party forms with tenant BB and tenant FB to ensure the payment of June 2016 rent by the third party.
2. The tenant(s) agreed to pay \$1200.00 (June 2016 rent) to landlord on or before June 20, 2016.
3. The tenant(s) agreed to vacate the rental unit on or before June 30, 2016 at one in the afternoon.
4. The parties agree that they will address the security deposit at the end of tenancy following the provisions of the *Act*, the Residential Tenancy Policy Guideline 13 regarding co-tenants (reproduced below) and any other relevant legislation.
5. These terms comprise the full and final settlement of all aspects of this dispute for both parties.

The Policy Guideline regarding co-tenants is reproduced in part below:

This Guideline clarifies the rights and responsibilities relating to multiple tenants renting premises under one tenancy agreement.

A tenant is the person who has signed a tenancy agreement to rent residential premises...Co-tenants are two or more tenants who rent the same property under the same tenancy agreement. Co-tenants are jointly responsible for meeting the terms of the tenancy agreement. Co-tenants also have equal rights under the tenancy agreement.

Co-tenants are jointly and severally liable for any debts or damages relating to the tenancy. This means that the landlord can recover the full amount of rent, utilities or any damages from all or any one of the tenants. The responsibility falls to the tenants to apportion among themselves the amount owing to the landlord.

Where co-tenants have entered into a fixed term lease agreement, and one tenant moves out before the end of the term, that tenant remains responsible for

the lease until the end of the term. If the landlord and tenant sign a written agreement to end the lease agreement, ... the first lease agreement is no longer in effect.

...

"Tenants in common" sharing the same premises or portion of premises may enter into separate tenancy agreements with a landlord...

In the absence of clear evidence of a tenancy in common, there is a presumption in law of a joint tenancy.

Conclusion

To give effect to the settlement reached between the parties, I order the tenant(s) pay June 2016 rent following the provisions of the *Act* (including section 26) the Residential Tenancy Policy Guideline 13 **regarding co-tenants provided above** and any other relevant sections.

To give effect to the settlement reached between the parties, I grant an Order of Possession to the landlord effective **JUNE 30, 2016**. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: June 09, 2016

Residential Tenancy Branch