



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, MNR, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord filed under the Residential Tenancy Act, (the “Act”), for an order of possession, for a monetary order for unpaid rent, to keep all or part of the security deposit and an order to recover the cost of filing the application from the tenants.

The landlord and tenant FF attended the hearing. FF indicated they were not representing their co-tenant GU.

As the tenant GU did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered.

The Residential Tenancy Branch Rules of Procedure states that each respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The landlord testified the Application for Dispute Resolution and Notice of Hearing were served in person on July 21, 2016.

I find that the tenant GU has been duly served in accordance with the Act.

The landlord and tenant FF appeared gave affirmed testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

Issues to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order for unpaid rent?

Is the landlord entitled to keep all or part of the security deposit?

Is the landlord entitled to recover the cost of the filing fee?

Background and Evidence

Based on the testimony of the landlord and tenant FF, I find that the tenants were served with a 1 Month Notice to End Tenancy for Cause (the "Notice"), issued on June 25, 2016 by personal service. The Notice explains the tenants had ten days to dispute the Notice. The Notice further explains if the Notice is not disputed within the ten days that the tenants are presumed to accept the Notice and must move out of the rental unit by the date specified in the Notice.

The tenant FF, acknowledge that they did not dispute the Notice within the statutory time limit.

The landlord testified that the tenants as of August 1, 2016, are in rent arrears in the amount of \$1,460.00. The landlord seeks a monetary order for unpaid rent.

The tenant testified that they have paid their portion of rent; however, there co-tenant has not and they are not responsible to pay it. The tenant confirmed that they had exclusive possession of the rental unit.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The tenants did not apply to dispute the Notice and are therefore conclusively presumed under section 47(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice. I find the tenancy legally ended on July 31, 2016 and the tenants are now overholding the premises.

I find that the landlord is entitled to an order of possession, pursuant to section 55 of the Act, effective **two days** after service on the tenants. This order may be filed in the Supreme Court and enforced as an order of that Court.

In this case, the tenants were co-tenants. Although FF paid their portion of rent to the landlord; however, the co-tenant GU did not. Co-tenants are jointly responsible for meeting the terms of 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

In this case, the tenants have not met the terms of the tenancy agreement as there is balance owed of unpaid rent. I find the tenants have breached the Act when they failed to pay the full amount of rent. Therefore, I find the landlord is entitled to recover unpaid rent in the amount of **\$1,460.00**.

I find that the landlord has established a total monetary claim of **\$1,560.00** comprised of unpaid rent and the \$100.00 fee paid by the landlord for this application.

I order that the landlord retain the security deposit of **\$425.00** in partial satisfaction of the claim and I grant the landlord an order pursuant to section 67 of the Act, for the balance due of **\$1,135.00**. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

Conclusion

The tenants failed to dispute the Notice. The tenants are presumed under the law to have accepted that the tenancy ended on the effective date of the notice to end tenancy.

The landlord is granted an order of possession, and a monetary order and may keep the security deposit in partial satisfaction of the claim.

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: September 12, 2016

Residential Tenancy Branch