



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF MND MNR MNSD OPR

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order allowing retention of the security deposit in partial satisfaction of the claim. The landlord also seeks recovery of the filing fee for this application. Both parties attended the hearing and had an opportunity to be heard.

At the outset of the hearing the tenant argued that she should not be the only party named as a tenant because there had been two people listed on the tenancy agreement. In this regard, I explained to the tenant that co-tenants are jointly and severally liable for any debts or damages relating to the tenancy. I explained that this means that the landlord can recover the full amount of rent, utilities or any damages from all or any one of the tenants. I further explained that the responsibility falls to the tenants to apportion among themselves the amount owing to the landlord.

It should be noted that near the end of the hearing at 1:35 p.m. the tenant suddenly hung up and left the conference call hearing. The hearing was largely over at that time but there were a few more submissions by the landlord after the tenant left the hearing.

Issue(s) to be Decided

Is the landlord entitled to the requested orders?

Background and Evidence

This tenancy began on April 1, 2015. The rent was \$2300.00 per month. A security deposit of \$1150.00 was paid at the start of the tenancy. Three weeks after the start of the tenancy the tenant's co-tenant (who is not named in this application) moved out. Subsequently, the tenant's brother moved in to help defray the cost of the rent.

The tenancy agreement did not include water. Initially, the landlord had asked the tenant to put the water services in her name but this was never done. As a result, the bills from CRD Integrated Water Services continued to come to the address of the landlord. The bills only come every two months. The landlord paid the first bill and did not seek payment from the tenant for that one but ultimately raised the issue of the water bills with the tenant in September. The landlord submitted emails regarding this issue. In one of the emails, the tenant said she did not recall the water as being something for which she was responsible.

The tenant did not pay the rent on January 1, 2016. On January 3, 2016, the landlord served the tenant with a 10 Day Notice to End Tenancy. The tenant vacated the rental unit on the evening of January 31, 2016.

The landlord testified that the tenant did not properly clean the unit when she left and that she left “a lot of stuff behind”.

The landlord several documents in support of his claim including water bills, condition inspection reports, a copy of the tenancy agreement and emails with the tenant regarding the water bills.

Analysis

The landlord has made a monetary claim comprised of the following:

Unpaid rent – January 2016	\$2300.00
Unpaid water bills	\$525.41
Cleaning	\$200.00
Filing Fee	\$100.00
TOTAL	\$3125.41

Based on the testimony of the parties and the documents submitted by the landlord, I am satisfied that the landlord has established his claim for the items outlined above. The tenant’s main argument against the landlord at the hearing was that she felt it was unfair that the landlord was only claiming against her and not against her former roommate as well. The tenant also disputed the water bills on the ground that she thought it was included in the rent but the tenancy agreement indicates otherwise.

The tenant did not dispute the landlord’s claim for cleaning.

Conclusion

I find that the landlord has established a total monetary claim of \$2,925.41. I order that the landlord retain the deposit and interest (\$0.00) of \$1150.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1975.41. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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: October 03, 2016

Residential Tenancy Branch