



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      MND, MNDC, FF

### **Introduction**

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act*, for a monetary order for unpaid rent, unpaid utilities, for the cost of cleaning and garbage disposal, and for the recovery of the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of the claim. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

These parties have attended multiple hearings, prior to this one. An interim decision dated November 18, 2016 provides details about the prior decisions, orders and resolution of issues regarding the legal name and tenancy status of the male tenant PM.

At the start of the hearing, the female tenant CM argued that PM was not a tenant in this matter, had never lived in the rental unit or paid rent to the landlord. The tenant also alleged that the tenancy agreement filed into evidence was not signed by him and accordingly PM should be excluded from any order that is granted to the landlord. I reminded the tenants that these issues were already determined in the hearing on February 18, 2016 and that the Arbitrator was satisfied that the male tenant named as a respondent in the landlord's application, was in fact a tenant and a party to this tenancy.

### **Issues to be decided**

Is the landlord entitled to a monetary order for unpaid rent, unpaid utilities, for the cost of cleaning and garbage disposal and for the recovery of the filing fee?

### **Background and Evidence**

The tenancy started on January 15, 2014 and ended on November 22, 2014. The monthly rent was \$1,100.00 payable on the last day of each month. Prior to moving in the tenant paid a security deposit of \$500.00 which the landlord is currently holding.

Both parties agreed that the tenant paid an extra \$50.00 per month to cover the prorated rent for the first month of tenancy. Both parties also agreed that the tenant had an outstanding balance of \$50.00 from this agreement. The tenant further agreed that she owed rent in the amount of \$635.00 for October 2014 and \$1,100 for November 2014, in addition to the cost of utilities that the landlord was claiming for these 2 months.

The tenant had agreed in writing to pay an additional \$100.00 for the time her mother lived in the rental unit. The tenant argued that the note agreeing to this arrangement was written by PM and should not be considered during this hearing. Eventually the landlord agreed to waive his right to claim \$100.00 for the additional occupant. The tenant agreed to pay the landlord \$100.00 for cleaning the rental unit at the end of tenancy.

The landlord is claiming the following:

1.	Unpaid rent for January, October and November 2014	\$1,785.00
2.	Utilities for October and November 2014	\$118.00
3.	Cleaning	\$100.00
4..	Filing fee	\$100.00
	Total	<b>\$2,103.00</b>

### **Analysis**

The tenant did not dispute the amount of rent and utilities owed and also agreed to pay for the cleaning of the rental unit. Since the landlord has proven her claim I award her the recovery of the filing fee of \$100.00.

Tenant CM requested that the monetary order be issued in her name only. However in a prior decision dated March 08, 2016, both CM and PM were determined to be tenants and parties to this tenancy. The issue regarding the legal name of PM was also resolved and is recorded in the interim decision dated November 18, 2016.

*Residential Tenancy Policy Guideline#13* 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.

Based on the above and the interim decision dated February 18, 2016, I find that PM and CM are co-tenants and accordingly the monetary order will be issued in both names. I further find that the landlord may recover damages from both or either one of the tenants named on the monetary order.

Overall the landlord has established a claim of \$2,103.00. I order that the landlord retain the security deposit of \$500.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$1,603.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

During the hearing the tenants provided a mailing address that they would accept mail at. The landlord pointed out that this address was the work place of the male tenant PM. I explained to the landlord that she could send mail to any address provided by the tenant as a forwarding address and that the tenant would be deemed served in keeping with the timelines of s88 and s. 89 of the *Residential Tenancy Act*

### **Conclusion**

I grant the landlord a monetary order in the amount of **\$1,603.00.**

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 10, 2017

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Residential Tenancy Branch