



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNR OPR RP ERP RR PSF

Introduction:

Both parties, the landlord by his agent (sister) attended the hearing and gave sworn testimony. Only one tenant disputed the Notice and attended the hearing. The tenant was 10 minutes late in joining the conference but was given opportunity to be heard and make submissions. The landlord gave evidence that the 10 Day Notice to End Tenancy dated October 30, 2017 to be effective November 10, 2017 was served to both tenants by posting it on the door on October 30, 2017. This tenant said he served his application by giving it to an adult in the landlord's residence; the other tenant did not file an Application to Dispute. I find the documents were legally served pursuant to sections 88 and 89 of the Act. The tenant applies pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) To cancel a notice to end tenancy for unpaid rent pursuant to section 46;
- b) To do emergency and necessary repairs pursuant to sections 32 and 33;
- c) To allow the tenant to reduce rent for repairs not done and for facilities not provided;
- d) For a monetary order as reimbursement for repairs; and
- e) To return the tenant's personal property

Issue(s) to be Decided:

Is the tenant entitled to any relief?

Background and Evidence:

Both parties attended the hearing and were given opportunity to be heard, to provide evidence and to make submissions. The undisputed evidence is that the tenancy commenced in April 1, 2017. The tenant attending the hearing shares the unit with his

partner and each of them pays \$500 a month. The landlord said this was a joint tenancy with both tenants occupying the unit for a monthly rent of \$1000. She served the Notice to End Tenancy in October for \$500 was owed. It was never paid. She said that \$500 from October and \$500 from November have not been paid plus \$250 outstanding from August 2017.

The tenant contended his rent was sent directly by the Ministry and his portion of the rent was paid. He provided evidence to show he was on assistance and a cheque was issued August 23, 2017 for September rent in the amount of \$500 to the landlord. No further evidence was provided regarding October payment but the landlord confirmed \$500 was paid and she did not receive the balance of \$500 from the partner tenant. This tenant provided no evidence of his partner's payments and his partner did not attend the hearing.

No documentary evidence was submitted regarding the tenant's other claims and he made no oral submissions on them. He talked about disputes with 'relationships', about civil claims and about taking the landlord to court. It appears that there is another hearing scheduled for January 8, 2018 for another dispute between the parties. On the basis of the documentary and solemnly sworn evidence presented for the hearing, a decision has been reached.

Analysis:

I find the weight of the evidence is that this is a joint tenancy. I find the landlord's testimony most credible that the tenancy was joint and the rent \$1000 a month. Her credibility was supported as both parties agreed that this tenant shared the unit with a partner and each partner paid half the rent. Although the tenant who attended provided evidence that he paid his half of the rent, I find each partner is jointly and severally liable for the rent. This means that each is responsible for ensuring that the full monthly rent of \$1000 for the unit is paid and if it is not, both bear the consequences of the tenancy ending for unpaid rent. I find the other tenant did not pay the outstanding rent or file an Application or attend the hearing to dispute the 10 Day Notice for unpaid rent. Therefore, according to section 46(5) of the Act, he is conclusively presumed to have accepted the end of the tenancy set out on the Notice served on October 30 with an effective date of November 10, 2017. I dismiss the application of this tenant also as the weight of the evidence is there is unpaid rent. The filing fee was waived.

Section 55 of the Act provides that when the tenant's application is dismissed, the arbitrator must issue an Order of Possession to the landlord. The landlord requested

the Order of Possession to be effective November 30, 2017. As this is a joint tenancy, I find the tenants are jointly and severally liable for paying the rent. Both parties were served the Notice to End Tenancy so both parties are named on the Order of Possession. The tenancy is ended for both tenants.

I find the tenant provided insufficient evidence to support his other requests regarding repairs and his personal property. I also find the main issue is whether or not the rent was paid and these other issues are not relevant to the main issue. As the tenancy is ending, I find it moot to further consider these requests.

Conclusion:

I dismiss the application of the tenant. An Order of Possession is issued to the landlord for both joint tenants effective November 30, 2017 as she requested.

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: November 09, 2017

Residential Tenancy Branch