



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FFL

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an early end to the tenancy and an Order of Possession pursuant to section 56 of the *Act*; and
- authorization to recover the landlord's filing fee for this application from the tenant pursuant to section 72 of the *Act*.

Preliminary Issue – Naming of Parties and Service of Documents

At the outset of the hearing, the respondent's advocate stated that the respondent's last name was incorrectly stated on the landlord's Application. Pursuant to my authority under section 64(3)(c) of the *Act*, I have corrected the respondent's last name on the Application.

Further to this, the advocate stated that the respondent was an occupant and not a tenant on the tenancy agreement. The advocate explained that only the respondent's spouse was named on the tenancy agreement, and that the respondent's spouse was not served with notice of this hearing, only the respondent was served.

The landlord stated that the original tenancy agreement was entered into in December 2005 with a family, comprised of a couple and their children. The landlord explained that at some point, the respondent's spouse moved out of the rental unit, leaving the respondent to reside in the rental unit. A written tenancy agreement was submitted into evidence by the landlord. Only the respondent's spouse is named on the first page of the tenancy agreement. However, I note that on the last page of the tenancy

agreement, both the respondent and the respondent's spouse signed the tenancy agreement, each above a line provided for "Tenant signature".

Residential Tenancy Policy Guideline 13. Rights and Responsibilities of Co-tenants clarifies who a tenant is and the rights and responsibilities relating to multiple tenants renting premises under one tenancy agreement, as follows, in part:

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.

...

As such, I find that both the respondent and the respondent's spouse have signed the tenancy agreement and therefore I find they are co-tenants on the tenancy agreement. For ease and clarity, the respondent is herein referred to as "tenant C.K." in this Decision.

The landlord only served tenant C.K., therefore tenant C.K. is the only named party to this dispute. Tenant C.K. has full rights as a co-tenant under the tenancy agreement to make decisions in relation to ending the tenancy on behalf of both tenants.

Tenant C.K. acknowledged receipt of the landlord's notice of hearing and evidence. As such, I find that tenant C.K. was served with the documents for this hearing in accordance with section 89 of the *Act*.

During the hearing, tenant C.K. explained that she was interested in moving out of the rental unit, however given the challenging rental market, she estimated that she might need up to six months to secure suitable accommodations. The landlord was amenable to giving tenant C.K. the time she required. As such, the parties undertook discussions to settle the dispute.

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. During the hearing the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of the issue currently under dispute at this time:

1. The parties agreed that this tenancy will end by no later than 1:00 p.m. on June 14, 2019, by which time the tenants and any other occupants will have vacated the rental unit. The landlord is provided with an Order of Possession for this date and time, enforceable only in the event that the tenants fail to abide by this term of the settlement.
2. As tenant C.K. is seeking other rental accommodation in a challenging rental market, the tenant may need to accept another rental opportunity on short notice. Therefore, for the sole benefit of tenant C.K., the tenant is allowed to provide the landlord with no prior notice to end the tenancy. However, tenant C.K. agreed to notify the landlord immediately once she has vacated the property, so that the landlord can properly secure the rental property upon her departure.
3. Tenant C.K. agreed that the landlord will be paid \$750.00 by end of day on December 15, 2018 in full satisfaction of rent owed for the months of November and December 2018. The landlord is provided with a Monetary Order for this amount, dated for December 16, 2018, enforceable only in the event that the tenant fails to abide by the terms of this settlement.
4. Tenant C.K. agreed to pay rent when due per the terms of the tenancy agreement for the remainder of her tenancy. The landlord is at liberty to apply for remedies under the *Act* if the tenant fails to pay rent or pays rent late.
5. Both parties agreed that the terms of this settlement as outlined above constitute a final and binding resolution of the landlord's application for dispute resolution filed on November 19, 2018, as well as the landlord's four previously issued notices to end tenancy served in October and November 2018, which are cancelled and of no force or effect.
6. The parties agreed to the terms of this settlement free of any duress or coercion.

The parties are still bound by all of the rights, responsibilities, terms, conditions and any statutory compensation provisions of the tenancy agreement, the *Act*, and the associated regulations.

Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the following Orders:

- 1) I issue to the landlord the attached Order of Possession to be served on the tenants **ONLY** if the tenants fail to provide vacant possession of the rental property per the terms of the settlement.

Should the tenants or anyone on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

- 2) I issue to the landlord the attached Monetary Order in the amount of \$750.00 to be served on the tenants by the landlord **ONLY** if the tenants fail to pay the landlord the amount of rental arrears per the terms of the settlement.

Should the tenants fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court. If the tenants only make a partial payment and not the total amount, this partial payment must be accounted for if the landlord is enforcing the Monetary Order.

The landlord's application for dispute resolution dated November 19, 2018 is dismissed in its entirety, and the previous notices to end tenancy issued by the landlord in October and November 2018 are cancelled and of no force or effect.

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: December 14, 2018

Residential Tenancy Branch