



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL-S, FFL

Introduction

This hearing was convened as a result of the landlord's application for dispute resolution under the Residential Tenancy Act (the "Act"). The landlord applied for authority to retain the tenants' security deposit, a monetary order for unpaid rent and for recovery of the filing fee paid for this application.

The landlord and the tenant attended, the hearing process was explained and they were given an opportunity to ask questions about the hearing process.

The evidence was discussed and each party confirmed receiving the other's evidence in advance of the hearing.

Thereafter the participants were provided the opportunity to present their evidence orally and to refer to relevant documentary and photographic evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral, photographic, and documentary evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (the "Rules"); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation from the tenant and to recovery of the filing fee?

Background and Evidence

The written tenancy agreement submitted by the landlord indicates that this tenancy began on August 1, 2018, for a one year, fixed term, which was to continue on a month to month basis

thereafter. The monthly rent was \$2,950.00 and the tenants paid a security deposit of \$1,475.00.

The landlord submitted that the tenancy ended on July 31, 2019.

The written tenancy agreement shows that there were two listed tenants, the respondent here and another party not named by the landlord in this application for dispute resolution.

The landlord's monetary claim is \$2,400.00, comprised of unpaid rent of \$1,200.00 for June and July, 2019, each.

The landlord submitted that he collected \$1,700.00 per month from the other listed tenant, SR, as she lived there with her boyfriend and \$1,200.00 from the tenant here.

The landlord submitted that the tenant failed to pay her \$1,200.00 portion of the monthly rent for June and July, 2019.

Although the landlord claimed against the tenants' security deposit, he said that tenant SR paid the security deposit.

Tenant's response-

The tenant submitted that she did not pay rent for June and July as she believed she and the other tenant were being evicted, per a voice mail left by the landlord. The tenant submitted an audio recording of the voice mail.

When discussing a settlement, the tenant said she could pay the \$2,400.00 monetary claim of the landlord.

Analysis

After reviewing the relevant evidence, I provide the following findings, based upon a balance of probabilities:

As the tenant did not dispute the monetary claim and agreed she would pay the monetary claim of the landlord of \$2,400.00, I did not find it necessary to make a determination of the landlord's application.

I therefore find he is entitled to a monetary award of \$2,400.00.

I also award the landlord recovery of his filing fee of \$100.00, granting him a total monetary award of \$2,500.00.

As to the landlord's assertion that the other tenant, SR, paid the security deposit, I informed both parties that as there were two tenants listed on the written tenancy agreement, both of whom signed the document, these tenants were joint tenants, jointly and severally liable for their obligations under the tenancy agreement and the Act, as tenants.

I therefore determined that the security deposit paid was a joint and several payment by the tenants, as shown on the written tenancy agreement.

Therefore, at the landlord's request on his application for dispute resolution, I direct him to retain the tenants' security deposit of \$1,475.00 in partial satisfaction of his total monetary award of \$2,500.00.

I grant the landlord a final, legally binding monetary order pursuant to section 67 of the Act for the balance due in the amount of \$1,025.00.

Should the tenant fail to pay the landlord this amount without delay after being served the order, the monetary order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an Order of that Court. The tenant is advised that costs of such enforcement are recoverable from the tenant.

Conclusion

The landlord's application for monetary compensation is granted, he has been authorized to retain the tenants' security deposit of \$1,475.00 and he has been awarded a monetary order for the balance due, in the amount of \$1,025.00.

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: October 22, 2019

Residential Tenancy Branch