



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCL-S, MNRL-S, FFL

Introduction

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

- a monetary order for money unpaid rent and money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement, pursuant to section 67;
- authorization to retain the tenant's security deposit in partial satisfaction of the monetary order requested, pursuant to section 38; and
- an order authorizing the landlord the recovery of the filing fee for this application from the tenant pursuant to section 72.

Issue(s) to be Decided

Is the landlord entitled to a monetary award for damage arising out of this tenancy?

Is the landlord entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested?

Is the landlord entitled to the recovery of the filing fee?

Background and Evidence

The landlord gave the following testimony. MH testified that the six-month fixed term tenancy began on November 1, 2019 and ended on April 30, 2020. MH testified that the monthly rent of \$1950.00 was due on the first of each month and that the tenants provide a security deposit of \$975.00 which the landlord still holds. The landlord testified that the co-tenant gave notice on November 26, 2019 that she would be moving out on December 31, 2019. The landlord testified that the AV continued living in the unit until the end of the fix term but only paid half of the rent.

The landlord is applying for the following:

1.	Unpaid February Rent	975.00
2.	Unpaid March Rent	975.00
3.	Unpaid April Rent	1950.00
4.	Filing Fee	100.00
5.		
6.		
7.		
8.		
9.		
10.		
	Total	\$4000.00

AV gave the following testimony. AV testified that she met her commitments under the tenancy agreement and that the landlord should be pursuing the other tenant. AV testified that the landlord did not have her sign a new tenancy agreement after the co-tenant moved out and therefore should not be responsible for the unpaid rent. AV testified that she only paid the rent in full for January due to a miscommunication between her and her father both submitting a payment.

Analysis

Residential Tenancy Policy Guideline 13 addresses the Rights and Responsibilities of Co-Tenants as follows:

*B. TENANTS AND CO-TENANTS A tenant is a person who has entered a tenancy agreement to rent a rental unit or manufactured home site. **If there is no written agreement, the person who made an oral agreement with the landlord to rent the rental unit or manufactured home site and pay the rent is the tenant.** There may be more than one tenant; co-tenants are two or more tenants who rent the same rental unit or site under the same tenancy agreement. Generally, co-tenants have equal rights under their agreement and are jointly and severally responsible for meeting its terms, unless the tenancy agreement states otherwise. “Jointly and severally” means that all co-tenants are responsible, both as one group and as individuals, for complying with the terms of the tenancy agreement.*

*C. PAYMENT OF RENT Co-tenants are jointly and severally responsible for payment of rent when it is due. Example: **If John and Susan sign a single tenancy agreement together as co-tenants to pay \$1800 dollars in rent per month, then John and Susan are both equally responsible to ensure that this amount is paid each month. If Susan is unable to pay her portion of the rent, John must pay the full amount. If he were to only pay his half of the rent to the landlord, the landlord could serve a 10 Day Notice to End Tenancy for Unpaid Rent and Utilities and evict both John and Susan because the full amount of rent was not paid. The onus is on the tenants to ensure that the full amount of rent is paid when due.***

Based on the above, I find that AV is responsible for the unpaid rent as noted above. Despite her submission that the landlord did not have her sign a new agreement, AV continued paying the rent and living in the unit on the same terms and conditions of the signed tenancy agreement; the result being is that the tenancy continued by agreement. As a result, I find that the landlord is entitled to the \$3900.00 in unpaid rent as well as the recovery of the \$100.00 filing fee for this hearing for a total award of \$4000.00.

Conclusion

The landlord has established a claim for \$4000.00. I order that the landlord retain the \$975.00 security deposit in partial satisfaction of the claim, and I grant the landlord an order under section 67 for the balance due of \$3025.00. 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: August 20, 2020

Residential Tenancy Branch