



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL, FFL

Introduction

On May 26, 2020, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) requesting a Monetary Order for unpaid rent, and to recover the cost of the filing fee. The matter was set for a participatory hearing via conference call.

The Landlord attended the conference call hearing; however, the Tenants did not attend at any time during the 32-minute hearing. The Landlord testified that he served the Tenants with the Notice of Dispute Resolution Proceeding by delivering it via email, pursuant to the Director’s Order, on May 31, 2020. The Landlord testified that he used email addresses for the Tenants that had been used right up until the end of the tenancy to correspond about tenancy matters. I find that the Tenants have been duly served with the Notice of Dispute Resolution Proceeding in accordance with Section 89 the Act.

Rule 7.3 of the *Residential Tenancy Rules of Procedure* states if a party or their agent fails to attend a hearing, the Arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the Application, with or without leave to re-apply.

As the Tenants did not call into the conference, the hearing was conducted in their absence and the Application was considered along with the affirmed testimony and evidence as presented by the Landlord.

Issues to be Decided

Should the Landlord receive a Monetary Order for unpaid rent, in accordance with Section 67 of the Act?

Should the Landlord be compensated for the cost of the filing fee, in accordance with Section 72 of the Act?

Background and Evidence

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

The Landlord submitted a Tenancy Agreement with the name of two Tenants. Only one of the Tenants on the Tenancy Agreement is named in this Application for Dispute Resolution. The Landlord explained that two other tenants joined the first two but didn't sign a Tenancy Agreement. The Landlord stated that his claim is against three out of the four tenants who didn't fully pay their rent.

The Landlord stated that the rent was \$1,200.00 when the first tenancy began on December 1, 2018 and that he raised the rent 7% in 2019, to a total of \$1280.00. The Landlord stated he collected a security deposit from each of the tenants in the amount of \$160.00, for a total of \$640.00.

The Landlord submitted a word document that he copied from a text that the Tenants sent him in May 2020. The document indicated that two of the Tenants sent him a reduced amount of rent, stating that the Landlord could keep their security deposits as they were vacating the rental unit at the end of the month. The Tenants stated in their text that they were deducting \$60.00 from the total rent for the facilities the Landlord took away from them.

The Landlord stated that the three Tenants did not provide him with their forwarding addresses.

The Landlord is claiming a loss of \$180.00 in unpaid rent as a result of three of the four Tenants failing to pay their May 2020 rent in full.

Analysis

Section 67 of the Act establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order the responsible party to pay compensation to the other party. In order to claim for damage or loss under the Act, the party claiming the damage or loss bears the burden of proof. The Applicant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the Tenancy Agreement or a contravention of the Act on the part of the other party. Once that has been established, the Applicant must then provide evidence that can verify the actual monetary amount of the loss or damage.

In this case, the Landlord submitted a Tenancy Agreement as evidence that did not name two of the three Tenants in his Application for Dispute Resolution. I noted that the Tenancy Agreement was not signed by either the Tenants or the Landlord.

The Landlord testified that he raised the rent in 2019 by 7%. The Landlord acknowledged that some of the original tenants were still living at the rental unit; however, because there were some new tenants also living in the rental unit, there was another Tenancy Agreement established. The Landlord did not submit this Tenancy Agreement as evidence.

Policy Guideline 13 explains that co-tenants are two or more tenants who rent the same property under the same 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.

In this case, the Landlord requested that he receive a Monetary Order for \$60.00 from each of the three Tenants who failed to pay fully in May of 2020. The Landlord did not want the fourth tenant to be held severally liable for the unpaid rent.

When I reviewed the Landlord's testimony and evidence, I found that it was difficult to determine if there was a formal Tenancy Agreement with the named Tenants; how the third Tenant was involved; and, why the remaining co-tenant should not take responsibility for the unpaid rent.

The Rules of Procedure 2.5 encourage Applicants to submit detailed calculations of any monetary claims being made. In this case, the Landlord did not submit a monetary order worksheet.

Taking the above into account, I find the Landlord failed to provide sufficient evidence that the Tenants violated their Tenancy Agreement; specifically, no Tenancy Agreement was presented that established the rent for two of the three Tenants. I also find that the Landlord failed to provide a detailed summary of his claim or submit a rental ledger that may have assisted to verify the actual monetary amount of his loss. As such, I dismiss the Landlord's claim without leave to reapply in relation to his request for a Monetary Order for unpaid rent.

As I have dismissed the Landlord's monetary claim, I find that the Landlord's claim is without merit. As such, I dismiss the Landlord's claim for compensation for the filing fee.

Conclusion

I dismiss the Landlord's Application for Dispute Resolution without leave to reapply.

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: September 30, 2020

Residential Tenancy Branch