



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Skyline Real Estate Holdings
Inc. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

MNRL-S, FFL

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act"), for a monetary order for unpaid rent in the amount of \$610.00 and to recover the \$100.00 cost of their Application filing fee.

An agent for the Landlord, G.M. ("Agent"), appeared at the teleconference hearing and gave affirmed testimony. No one attended on behalf of the Tenants. The teleconference phone line remained open for over ten minutes and was monitored throughout this time. The only person to call into the hearing was the Agent, who indicated that he was ready to proceed. I confirmed that the teleconference codes provided to the Parties were correct and that the only person on the call, besides me, was the Agent.

I explained the hearing process to the Agent and gave him an opportunity to ask questions about the hearing process. During the hearing the Agent was given the opportunity to provide the Landlord's evidence orally and to respond to my questions. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules"); however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

As the Tenants did not attend the hearing, I considered service of the Notice of Dispute Resolution Hearing. Section 59 of the Act states that each Respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing. The Agent testified that he served the Tenants with the Notice of Hearing documents, including his evidence by Canada Post registered mail, sent on August 26, 2020. He said he used the forwarding address the Tenants wrote on the condition inspection report that was

completed on the last day of the tenancy, July 31, 2020. The Agent provided a Canada Post tracking number as evidence of service. I find that the Tenants were deemed served with the Notice of Hearing documents in accordance with the Act. I, therefore, admitted the Application and evidentiary documents, and I continued to hear from the Agent in the absence of the Tenants.

Preliminary and Procedural Matters

The Agent provided the Parties' email addresses in the Application, and confirmed his understanding that the Decision would be emailed to both Parties and any Orders sent to the appropriate Party.

Issue(s) to be Decided

- Is the Landlord entitled to a monetary order, and if so, in what amount?
- Is the Landlord entitled to recovery of the Application filing fee?

Background and Evidence

The tenancy agreement states, and the Agent confirmed in the hearing that the fixed-term tenancy began on July 1, 2019 and ran to June 30, 2020, then operated on a month-two-month basis. The tenancy agreement states that the Tenants owed the Landlord a monthly rent of \$1,755.00, which included parking fees of \$125.00 per month, due on the first day of each month. The Agent confirmed that the Tenants paid the Landlord a security deposit of \$815.00, and a pet damage deposit of \$815.00.

The Agent said that the Parties ended the tenancy by signing a Mutual Agreement to End a Tenancy form on June 5th, 2020, with an effective vacancy date of July 31, 2020. The Agent also submitted a note dated June 5, 2020, signed by the Parties, in which they agreed to use the Tenants' security and pet damage deposits for the July 2020 rent.

The Agent said that through the course of the tenancy, the Tenants failed to pay:

Basically, several outstanding parking fees were not paid. See the tenancy ledger – the Tenants did not pay the full amount of rent – there was always a

balance left on the total monthly rent. Even subtracting the security and pet damage deposits leaves rent arrears of \$610.00. They are obliged to pay the full rent and they did not.

The Landlord's tenancy ledger states that the Tenants failed to pay the following amounts in the specified months:

	Rental Month	Rent/Parking Outstanding	Amount Owning
1	July 2019	\$0.00	\$0.00
2	August 2019	\$0.00	\$0.00
3	September 2019	\$0.00	\$0.00
4	October 2019	\$0.00	\$0.00
5	November 2019	\$0.00	\$0.00
6	December 2019	\$25.00 NSF fee	\$25.00
7	January 2020	\$5.00	\$5.00
8	February 2020	\$25.00 NSF fee \$30.00 rent owing	\$25.00 \$30.00
9	March 2020	\$100.00	\$100.00
10	April 2020	\$100.00	\$100.00
11	May 2020	\$100.00	\$100.00
12	June 2020	\$100.00	\$100.00
13	July 2020	\$125.00	\$125.00
		Total monetary claim	\$610.00

Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on a balance of probabilities, I find the following.

Rule 6.6 sets out that the person making the claim bears the onus of proving their case

on a balance of probabilities. In order to do so, a claimant must present sufficient evidence at the hearing to support their claim, meeting this standard of proof.

As set out in Policy Guideline #16, “The purpose of compensation is to put the person who suffered the damage or loss in the same position as if the damage or loss had not occurred. It is up to the party claiming compensation to provide evidence to establish that compensation is due.”

Section 26 of the Act states: “A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with the Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.” There is no evidence before me that the Tenants had a right to deduct any portion of the rent from the monthly rent due to the Landlord.

Based on the undisputed evidence before me, I find on balance of probabilities that the Tenants owe the Landlord \$610.00 in unpaid rent and parking fees in contravention of the tenancy agreement. I, therefore, award the Landlord with **\$610.00** from the Tenants.

Policy Guideline #13 (“PG #13”) “Rights and Responsibilities of Co-tenants” helps clarify the rights and responsibilities relating to multiple tenants renting a rental unit under a single tenancy agreement. PG #13 includes the following:

B. TENANTS AND CO-TENANTS

A tenant is a person who has entered a tenancy agreement to rent a rental unit.... 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.

D. DEBTS OR DAMAGES

Co-tenants are usually jointly and severally liable for any debts or damages relating to the tenancy, unless the tenancy agreement states otherwise. This means that the landlord can recover the full amount of rent, utilities or any damages owing from all or any one of the tenants. The co-tenants are responsible for dividing the amount owing to the landlord among themselves. For example, if John and Susan move out at the end of their tenancy, the landlord can make a claim for any damages to the property against either co-tenant, regardless of whether John was solely responsible for causing the damage.

If a dispute between Susan and John occurs over debts or damages related to their co-tenancy, the two would have to resolve the matter outside of the Residential Tenancy Branch. Disputes between co-tenants are not within the jurisdiction of the RTA nor the MHPTA and cannot be resolved through the Branch.

[emphasis added]

As the Landlord is successful in their claim, I also award them with recovery of the \$100.00 Application filing fee. As such, I grant the Landlord a monetary order from the Tenants of **\$710.00**.

Conclusion

The Landlord's claim for a monetary award for unpaid rent against the Tenants is successful in the amount of \$610.00. Also, the Landlord is awarded recovery of the \$100.00 filing fee for this Application from the Tenants.

I grant the Landlord a Monetary Order under section 67 of the Act from the Tenants in the amount of **\$710.00**.

This Order must be served on the Tenants by the Landlord and may be filed in the Provincial Court (Small Claims) and enforced as an Order of that Court.

This Decision is final and binding on the Parties, unless otherwise provided under the

Act, and 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 08, 2020

Residential Tenancy Branch