



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPR-DR, MNR-DR, FFL

### Introduction

This hearing was convened by way of conference call concerning an application made by the landlord seeking an order of possession and a monetary order for unpaid rent or utilities and to recover the filing fee from the tenant for the cost of the application. The landlord's application was made by way of the Direct Request process, which was adjourned to this participatory hearing.

The landlord attended the hearing, gave affirmed testimony and provided evidentiary material in advance of the hearing. However, the line remained open while the telephone system was monitored for 10 minutes prior to hearing any testimony and no one for the tenant joined the call. The landlord testified that the tenant was served with the Notice of Dispute Resolution Proceeding and all other required documents in person on October 10, 2023 and has provided a Proof of Service document indicating the same. The landlord also testified that the tenant was personally served with the landlord's evidence on October 20, 2023. I accept that testimony and I find that the tenant has been served in accordance with the *Residential Tenancy Act*. All evidence of the landlord has been reviewed and is considered in this Decision.

### Issue(s) to be Decided

- Has the landlord established that the 10 Day Notice to End Tenancy For Unpaid Rent or Utilities dated August 23, 2023 was issued in accordance with the *Residential Tenancy Act*?
- Has the landlord established a monetary claim as against the tenant for unpaid rent?

### Background and Evidence

The landlord testified that this fixed-term tenancy began on March 1, 2021 and reverted to a month-to-month tenancy after August 31, 2021. The landlord believes the tenant

still resides in the rental unit. Rent in the amount of \$1,575.00 was payable on the 1<sup>st</sup> day of each month, which was increased to \$1,650.00 effective March 1, 2022 and again to \$1,725.00 effective September 1, 2023. On March 3, 2021 the landlord collected a security deposit from the tenant in the amount of \$750.00 which is still held in trust by the landlord, and no pet damage deposit was collected. The rental unit is a basement suite and the landlord resides in the upper level of the home.

A copy of the tenancy agreement has been provided for this hearing which specifies 3 tenants, and the landlord testified that the tenants requested to pay rent separately.

In July, 2023 all tenants paid \$1,600.00, leaving \$50.00 outstanding. In August, 2023 the tenants paid a total of \$1,100.00, leaving \$550.00 outstanding. In September, 2023 the tenants paid \$1,150.00, leaving an additional \$575.00 outstanding. In October, 2023 the tenants paid an additional \$1,150.00, leaving \$575.00 outstanding. In November, 2023 the tenants paid \$1,150.00, leaving an additional \$575.00 outstanding. The total rent outstanding is \$2,325.00.

On August 23, 2023 the landlord served the tenant personally with a 10 Day Notice to End Tenancy For Unpaid Rent or Utilities (the Notice) and a copy has been provided for this hearing. It is dated August 23, 2023 and contains an effective date of vacancy of September 10, 2023 for unpaid rent in the amount of \$600.00 that was due on August 1, 2023. The landlord has also provided a Proof of Service document which contains that information as well as a signature of the tenant receiving the Notice.

The landlord spoke with an Information Officer at the Residential Tenancy Branch since rental arrears continued to accumulate for September and October, and was advised to make another application. The landlord did so and the hearing is scheduled for February, 2024.

### Analysis

I have reviewed the tenancy agreement, which names 3 tenants. The landlord testified that the tenants requested to pay rent separately. However, where all tenants appear jointly in a tenancy agreement, all tenants are liable for all of the unpaid rent. I also refer to Residential Tenancy Policy Guideline 13 – Rights and Responsibilities of Co-tenants which states, in part:

“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.

"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."

Therefore, any rent outstanding is the responsibility of all tenants named in the tenancy agreement. The landlord has not served the other tenants or named them as respondents in this application. Further, the Notice to end the tenancy names 1 tenant only. I accept that the amount of unpaid rent largely amounts to one-third, which may very well be the responsibility of the tenant named in this application, however all tenants must be named and served. Since the co-tenants have not been served or named, the landlord's application is dismissed.

### Conclusion

For the reasons set out above, the landlord's application is hereby dismissed in its entirety 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: November 16, 2023

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Residential Tenancy Branch