



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

DECISION

Dispute Codes: MNR, MNSD, FF

Introduction

This application was brought by the landlords seeking a Monetary Order for loss of rent and filing fee for this proceeding, and authorization to retain the security deposit in set off against the balance. The landlords' request for advertising and gasoline costs in finding new tenants do not qualify for reimbursement as they are traditional costs of doing business as a landlord.

Issue(s) to be Decided

This application requires a decision on whether the landlords are entitled to a Monetary Order for loss of rent and, if so, whether the guarantor is liable for that loss, and whether the security deposit may be set off against the balance owed.

Background and Evidence

This tenancy began May 1, 2008 and ended June 30, 2008 when the tenant left without giving notice. Rent was \$800 per month and the landlord holds a security deposit of \$400 paid on May 1, 2008.

During hearing, the landlords gave evidence that they had attempted to mitigate their losses but had been unable to find a new tenant to take possession until August 1, 2008. Accordingly, they seek an order for loss of rent for July 2008.

This matter is somewhat unusual to the extent that one of the two tenant signatories to the rental agreement was a guarantor of the primary tenant. The primary tenant, a visiting teacher from Korea was hosted by the now defunct DYB Canada Academy for the DYB Seoul Academy in Korea.

In her capacity as a representative of DYB Canada Academy, the guarantor co-signed for the primary tenant on a number of matters including a car lease and cellular telephone contract (in addition to the subject rental agreement), all of which were abandoned by the primary tenant.

The guarantor gave evidence that she has obtained Small Claims Court judgments against the primary tenant on the other matters but she has been unable to locate the primary tenant. She stated that, as she was acting as agent for DYB Canada Academy under an agreement with DYB Seoul, she felt that the latter company should be responsible for the debt.

Analysis

On examining the rental agreement, I find that it has been signed by both the primary tenant and the guarantor, without reference to the corporations for which the guarantor was acting as agent.

Conclusion

I find that the tenant did abandon the rental unit without notice on or about June 30, 2008 and that the landlords are entitled to recover the loss of rent for July. I find that the guarantor is jointly and severally liable for this loss, meaning that the guarantor is liable for the whole debt to the landlord but remains at liberty to pursue satisfaction from the primary tenant and the sponsoring organization.

On hearing that determination, the guarantor asked to know the amount due so she could send early payment to the landlords. In order to allow a quick calculation, the landlords requested that the interest on the security deposit be waived.

Consequently, I find the guarantor owes to the landlord an amount including the one month loss of rent and filing fee, and authorization to retain the security deposit in set off, as follows:

Loss of rent for July 2008	\$800.00
Filing fee	50.00
Sub total	\$850.00
Less retained security deposit	- 400.00
TOTAL owed to landlords by tenant/guarantor	\$450.00

Thus, the landlords' copy of this decision is accompanied by a Monetary Order for \$450.00, enforceable through the Provincial Court of British Columbia, for service on the tenant/guarantor.

September 23, 2008
