



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes: MNR, FF

Introduction

This application was brought by the landlord seeking a monetary order for rent owed and the cost of the application.

Only the applicant landlord was present for the hearing and none of the three co-tenants named as respondent appeared.

Preliminary Matter

The landlord testified that he had served each of the three co-tenants separately by registered mail, sent to the rental property address on November 19, 2010. As registered mail is deemed served in five days, the date of service would be November 24, 2010. The landlord testified that two of the co-tenants had vacated the rental unit sometime after November 2, 2010. The landlord stated that he was certain that the third respondent was in possession of the unit at the time the registered mail was served and this tenant did not remove his belongings until mid-December 2010.

Sections 88 and 89 of the Act determine the method of service for documents. The Landlord has applied for a Monetary Order which requires that the landlord serve each one of the tenants as set out under Section 89(1). Tenants are jointly and severally responsible for the payment of rent under a tenancy agreement, but in this case, only one tenant had been successfully served with the hearing documents. As the landlord has not sufficiently proven service of the Notice of Hearing upon the other two tenants who may or may not have vacated prior to November 25, 2010, the landlord's monetary claim can only proceed against the tenant who was verified as having been properly served with the Notice of Hearing and the evidence.

Issue(s) to be Decided

The landlord was seeking a monetary order for rent owed and the issue to be determined is whether or not the landlord is entitled to compensation under section 67 of the Act for Unpaid Rent.

Background and Evidence

The tenancy began on January 1, 2010 with rent set at \$1,800.00. A copy of the tenancy agreement was in evidence. A security deposit of \$900.00 was paid by the tenant. The landlord submitted into evidence a copy of a note dated December 15, 2010 signed by the tenant and stating that the landlord could retain the \$900.00 security deposit to pay for cleaning and damage to the unit.

The landlord testified that the tenants failed to pay rent due on November 1, 2010. The landlord testified that no Ten Day Notice to End Tenancy for Unpaid Rent was issued because the tenant gave verbal indication of his intent to vacate. The landlord testified that the tenant was still in possession of the rental unit during the month of November 2010 and the landlord is claiming compensation for rent owed in the amount of \$1,800.00.

Analysis

Section 26 (1) of the Act states that a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement. In this instance, the tenant failed to pay the rent when it was due on November 1, 2010 and has not paid the arrears to date.

Based on the above facts I find that the landlord is entitled to compensation in the amount of \$1,850.00 comprised of \$1,800.00 rental arrears and the \$50.00 cost of this application.

Conclusion

I hereby issue a monetary order for \$1,850.00 in favour of the landlord. This order must be served on the Respondent and may be filed in Small Claims Court if necessary.

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: March 2011.

Residential Tenancy Branch