



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPR, OPB, MNR

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for an order of possession and for a monetary order for unpaid rent. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to an order of possession? Is the landlord entitled to a monetary order to recover unpaid rent?

Background and Evidence

The tenancy started on July 01, 2011 for a fixed term of six months. The monthly rent is \$1,600.00 due in advance on the first of each month. The agreement was signed by co-tenants - one male and one female. On July 07, 2011, the landlord served the tenants with a ten day notice to end tenancy for non payment of rent. On August 03, 2011 the landlord and the male co-tenant signed a mutual agreement to end tenancy. The landlord filed a copy of the agreement.

The male tenant pointed out that he had stopped living at the rental unit prior to signing the mutual end to tenancy agreement. The female co-tenant was in possession of the unit. The male tenant expressed concern about his liability to pay rent for August and stated that rent for August should be the responsibility of the female co-tenant who was the current occupant of the rental unit.

The landlord is applying for an order of possession effective two days after service on the tenant and for a monetary order in the amount of \$1,600.00 for unpaid rent.

Analysis

Residential Tenancy Policy Guideline #13 states that co-tenants are two or more tenants who rent the same property under the same tenancy agreement. Co-tenants are jointly responsible for meeting the terms of the 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.

Where co-tenants have entered into a fixed term lease agreement, and one tenant moves out before the end of the term, the tenant remains responsible for the lease until the end of the term. If the tenant and landlord sign a written agreement to end the lease agreement, the lease agreement is no longer in effect.

Based on the sworn testimony of the both parties, I accept the landlord's evidence in respect of the claim. The tenant signed a mutual agreement to end tenancy and also acknowledges that rent for August 2011 was unpaid.

In these situations, the *Residential Tenancy Act* provides that the tenant has been deemed to have accepted the end of the tenancy. Pursuant to section 55(2) I am issuing a formal order of possession effective two days after service on the tenant. The Order may be filed in the Supreme Court for enforcement.

I also find that the landlord is entitled to \$1,600.00 for unpaid rent. I grant the landlord an order under section 67 of the *Residential Tenancy Act* for this amount. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord an order of possession effective **two days after service** on the tenant and a monetary order for **\$1,600.00**.

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: August 23, 2011.

Residential Tenancy Branch