



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, MNSD

### Introduction

Some documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

### Issue(s) to be Decided

This is an application for an Order of Possession based on a Notice to End Tenancy for nonpayment of rent, a request for a monetary order for \$1557.50, a request for recovery of the \$50.00 filing fee, and a request to retain the full security deposit a \$472.50 towards this claim.

### Background and Evidence

This tenancy began as a 1 year fixed term tenancy on July 1, 2012 with a monthly rent of \$945.00 due on the first of each month.

The tenants also agreed to pay \$80.00 per month for utilities.

The tenants paid a security deposit a \$472.50.

The tenants vacated the rental unit September 30, 2012.

The landlord testified that:

- The tenants only paid half the rent for the month of September 2012, and therefore there is still \$472.50 in rent outstanding.
- The tenants still owe \$40.00 for utilities from the month of August 2012.

- The tenants owe the full utilities of \$80.00 for the month of September 2012.
- As yet she has been unable to re-rent the unit for the month of October 2012 and therefore she is also requesting an order for October 2012 rent in the amount of \$945.00.

The applicant is therefore requesting a monetary order as follows:

August 2012 utilities outstanding	\$40.00
September 2012 utilities outstanding	\$80.00
September 2012 rent outstanding	\$472.50
October 2012 lost rental revenue	\$945.00
Filing fee	\$50.00
Total	\$1587.50

The respondent testified that:

- He does not dispute the amounts claimed by the landlord, however it is his roommate that failed to pay her share of the rent.
- He has moved out of the rental unit and does not feel he should be held liable for his roommate's portion of the rent or for any rent for the month of October 2012.
- He admits that there was only one tenancy agreement; however they each signed separate copies of that agreement.

### Analysis

It is my finding that both tenants were on the tenancy agreement for this rental unit and therefore both tenants are liable for any outstanding rent or utilities.

It is also my finding that the landlord has established that there is a total of \$472.50 rent outstanding to the end of September 2012 and therefore I allow that portion of the landlords claim.

It is also my finding that the landlord has established that there is a total of \$120.00 in outstanding utilities to the end of September 2012 and therefore I also allow that portion of the landlords claim?

I also allow the landlords claim for lost rental revenue for the month of October 2012, because we are well into the month and I find it unlikely that she will be able to re-rent the unit before the end of October 2012. This was a one year fixed term tenancy, and therefore the tenants are liable for any lost rental revenue resulting from their breach of the tenancy agreement.

I also order recovery of the \$50.00 filing fee.

Conclusion

I have allowed the landlords full claim of \$1587.50, and I therefore order that the landlord may retain the full security deposit a \$472.50, and I have issued a monetary order in the amount of \$1115.00.

No Order of Possession is required as the tenants return possession of the rental unit to the landlord on September 30, 2012.

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: October 18, 2012.

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Residential Tenancy Branch