



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, RR, O, FF, MND, MNR, MNSD, MNDC, OPR

Introduction

This decision deals with two applications for dispute resolution, one brought by the tenant and one brought by the landlords. Both files were heard together; however the beginning of the hearing I determined that the tenant whose initials are J.P. had not been properly served with notice of today's hearing, and therefore I removed him as a respondent in these proceedings.

The landlord's application is a request for an Order of Possession based on a Notice to End Tenancy for nonpayment of rent, a request for a Monetary Order, and request for recovery of the filing fee.

The tenant's application is a request to cancel a Notice to End Tenancy for nonpayment of rent, a request to allow the tenant to reduce the rent, and a request for recovery of the filing fee.

Issue(s) to be Decided

First of all it is my decision that I will not deal with all the issues that the applicants have put on their applications. For claims to be combined on an application they must related.

Not all the claims on these applications are sufficiently related to the main issue to be dealt with together.

I therefore will deal with the main issues only, which are whether or not to cancel or uphold the Notice to End Tenancy that was given for nonpayment of rent, and whether or not to issue an Order for outstanding rent. I dismiss the remaining claims with liberty to re-apply.

Background and Evidence

This tenancy began on April 3, 2011 with a monthly rent of \$1600.00 due on the first of each month, and on that date the landlord also collected an \$800.00 security deposit.

The tenancy agreement included both the upper and lower portion of the rental unit under one agreement.

The landlord testified that the tenant failed to pay \$800.00 of the July 2015 rent, and failed to pay any rent for the month of August 2015 and therefore on August 4, 2015 he served the tenant with a 10 day Notice to End Tenancy for nonpayment of rent.

The landlord further testified that the tenant has not complied with the Notice to End Tenancy nor has he paid any further rent and therefore as of today's date there is rent outstanding as follows:

July 2015 rent outstanding	\$800.00
August 2015 rent outstanding	\$1600.00
September 2015 rent outstanding	\$1600.00
October 2015 rent outstanding	\$1600.00
November 2015 rent outstanding	\$1600.00
Total	\$7200.00

The landlord is therefore requesting an Order of Possession for as soon as possible and a Monetary Order for the outstanding rent.

The tenant testified that the unit was rented as one unit in the tenancy agreement, however he lives in the lower part of the rental unit and his daughter lives in the upper part of the rental unit and his daughter failed to pay her portion of the rent in July of 2015.

The tenant further testified that he does agree that he has not paid his portion of the rent, nor has his daughter paid her portion of the rent for the months of August 2015 through November 2015 however he does not believe that he should have to pay the full amount, only his portion.

Analysis

It is my finding that the landlord has established that as of today's date there is a total of \$7200.00 in rent outstanding and therefore I will not be canceling the Notice to End Tenancy and I allow the landlord's request for an Order of Possession.

Further it is also my decision that the tenant is liable for the full amount of rent outstanding totaling \$7200.00 even if his daughter is living in a portion of the rental unit. It is the tenants who signed the tenancy agreement who are liable for the rent, and therefore if the tenant believes his daughter should be paying a portion of the rent it is up to the tenant to collect that money from her.

Having allowed the majority of the landlord's claim I also allow the landlord's request for recovery of his \$100.00 filing fee.

Conclusion

Tenant's application

The tenants request to cancel the 10 day Notice to End Tenancy is dismissed without leave to reapply and I also Order that the tenant bear the \$50.00 cost of the filing fee he paid for his application for dispute resolution.

As stated above the tenants monetary claim is dismissed with leave to reapply.

Landlord's application

I have issued an Order of Possession pursuant to section 55 of the Residential Tenancy Act, which is enforceable two days after service on the tenant.

I have allowed the landlords claim for \$7200.00 in outstanding rent, and his \$100.00 filing fee, for a total of \$7300.00 and I therefore Order that the landlord may retain the full security deposit of \$800.00, and pursuant to section 67 of the Residential Tenancy Act, I have issued a Monetary Order in the amount of \$6500.00.

The landlords claim for outstanding utilities is dismissed with 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 18, 2015

Residential Tenancy Branch

