

13. Rights and Responsibilities of Co-tenants

May-20

This policy guideline is intended to help the parties to an application understand issues that are likely to be relevant. It may also help parties know what information or evidence is likely to assist them in supporting their position. This policy guideline may be revised and new guidelines issued from time to time.

This guideline clarifies the rights and responsibilities relating to multiple tenants renting a rental unit or manufactured home site under a single tenancy agreement.

A. LEGISLATIVE FRAMEWORK

The *Residential Tenancy Act* (RTA) and the *Manufactured Home Park Tenancy Act* (MHPTA) do not define co-tenants.

B. TENANTS AND CO-TENANTS

A tenant is a person who has entered a tenancy agreement to rent a rental unit or manufactured home site. If there is no written agreement, the person who made an oral agreement with the landlord to rent the rental unit or manufactured home site and pay the rent is the tenant. There may be more than one tenant; co-tenants are two or more tenants who rent the same rental unit or site under the same tenancy agreement. Generally, co-tenants have equal rights under their agreement and are jointly and severally responsible for meeting its terms, unless the tenancy agreement states otherwise. “Jointly and severally” means that all co-tenants are responsible, both as one group and as individuals, for complying with the terms of the tenancy agreement.

C. PAYMENT OF RENT

Co-tenants are jointly and severally responsible for payment of rent when it is due. Example: If John and Susan sign a single tenancy agreement together as co-tenants to pay \$1800 dollars in rent per month, then John and Susan are both equally responsible to ensure that this amount is paid each month. If Susan is unable to pay her portion of the rent, John must pay the full amount. If he were to only pay his half of the rent to the landlord, the landlord could serve a 10 Day Notice to End Tenancy for Unpaid Rent and Utilities and evict both John and Susan because the full amount of rent was not paid. The onus is on the tenants to ensure that the full amount of rent is paid when due.

D. DEBTS OR DAMAGES

Co-tenants are usually jointly and severally liable for any debts or damages relating to the tenancy, unless the tenancy agreement states otherwise. This means that the landlord can recover the full amount of rent, utilities or any damages owing from all or any one of the tenants. The co-tenants are responsible for dividing the amount owing to the landlord among themselves. For example, if John and Susan move out at the end of their tenancy, the landlord can make a claim for any damages to the property against either co-tenant, regardless of whether John was solely responsible for causing the damage.

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If a dispute between Susan and John occurs over debts or damages related to their co-tenancy, the two would have to resolve the matter outside of the Residential Tenancy Branch. Disputes between co-tenants are not within the jurisdiction of the RTA nor the MHPTA and cannot be resolved through the Branch.

- See [Policy Guideline 27: Jurisdiction](#) for more information about disputes between tenants and roommates.

E. ENDING A TENANCY

A tenant can end a tenancy by giving the landlord a written notice. A tenancy may also end if the landlord and any tenant or co-tenant mutually agree in writing to end the tenancy. When a tenancy ends in these circumstances, the notice or agreement to end the tenancy applies to all co-tenants.

In a monthly or periodic tenancy, when a tenant serves the landlord with a written notice to end tenancy, the effective date of the notice must be at least one month after the landlord receives the notice and on the day before rent is due. If the tenant gives proper notice to end the tenancy, the tenancy agreement will end on the effective date of that notice and all tenants must move out, even where the notice has not been signed by all tenants. When a tenant has ended the tenancy by giving written notice, all co-tenants remain responsible for meeting the terms of the tenancy agreement until the effective date of the notice.

Co-tenants wishing to remain in the rental unit after a notice to end the tenancy has been given should discuss the situation with the landlord. If the landlord agrees to the tenant staying, the landlord and tenant must enter into a new written tenancy agreement.

If a tenant remains in the rental unit and continues paying rent after the date the notice took effect, the landlord and tenant may have implicitly entered into a new tenancy agreement. The tenant who moved out is not responsible for this new agreement.

Example: Dennis and Warren are co-tenants. Warren decides to give written notice to their landlord and moves out of the rental unit immediately, even though the effective date of the notice is not until the end of the following month. As a result of the notice, the tenancy will end for both Warren and Dennis at the end of the following month. Even though Warren moved out immediately, he is still responsible for paying the final month's rent, as he is a party to the tenancy agreement, and the tenancy agreement does not end until the end of the following month.

Both Warren and Dennis can be held accountable if any terms of the tenancy agreement are breached (such as unpaid rent or damage to the unit) between Warren's

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move-out date and the effective date of the notice. If Dennis wanted to continue living in the rental unit, he must enter into a new tenancy agreement with the landlord.

Sometimes a co-tenant may move out of the rental unit without giving the landlord a notice to end tenancy. If a co-tenant decides to remain in the rental unit and continue with the tenancy, they can do so as long as they uphold their responsibilities according to the agreement (such as paying the full amount of rent, etc.). The co-tenant on the tenancy agreement who moved out remains liable for the tenancy agreement until the tenancy ends, regardless of whether or not they reside in the unit.

Example: Dennis and Warren are co-tenants. Warren moves out of the rental unit without giving notice to the landlord and Dennis chooses to continue living in the rental unit and carry on with the tenancy, paying the full amount of rent by himself. In this circumstance, the original tenancy agreement remains in full effect and both tenants continue to be responsible for complying with the terms of their agreement.

If eventually Dennis would like to have an additional person move in to the rental unit in place of Warren, he may have a discussion with his landlord about having a new co-tenant or refer to his tenancy agreement to determine if it has existing terms regarding additional occupants. See 'Section H: Occupants' for more information about occupants.

F. SECURITY AND PET DAMAGE DEPOSITS

A security deposit or a pet damage deposit is paid in respect of a tenancy agreement. Regardless of who paid the deposit, any tenant who is a party to the tenancy agreement to which the deposit applies may agree in writing to allow the landlord to keep all or part of the deposit for unpaid rent or damages, or may apply for dispute resolution for return of the deposit.

The landlord may return the deposit(s) plus any applicable interest to any tenant who is named on the tenancy agreement, regardless of who paid the deposit.

G. TENANTS SHARING COMMON SPACE

Sometimes tenants under separate tenancy agreements share common space. Each tenant is responsible for the obligations established under their own tenancy agreement and is not responsible for debts or damages relating to the other tenancy.

An example of tenants sharing common space is two tenants renting rooms under separate tenancy agreements on the same floor of a home and sharing a common bathroom and living room. The tenancy agreements for each tenant state that they are individually responsible for paying rent for their respective tenancies and both tenants paid separate security deposits to the landlord.

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If one tenant causes damage to their rental unit, or fails to pay rent, the other tenant bears no responsibility for those damages or debt. If one tenant ends their tenancy with the landlord, the other tenant's tenancy will be unaffected. The tenant who ended their tenancy can ask for the return of their security deposit from the landlord whether the other tenant decides to continue their tenancy.

Where multiple people live in a rental unit and pay part of the rent to the landlord, there is a presumption that they are co-tenants unless there is compelling evidence to the contrary. Evidence such as separate tenancy agreements for each person, rent receipts, or receipts for different security deposits may help indicate whether the tenants are co-tenants, tenants sharing common space, or occupants.

H. OCCUPANTS

If a tenant allows a person to move into the rental unit, the new person is an occupant who has no rights or obligations under the tenancy agreement, unless the landlord and the existing tenant agree to amend the tenancy agreement to include the new person as a tenant. Alternatively, the landlord and tenant could end the previous tenancy agreement and enter into a new tenancy agreement to include the occupant.

Before allowing another person to move into the rental unit, the tenant should ensure that additional occupants are permitted under the tenancy agreement, and whether the rent increases with additional occupants. Failure to comply with material terms of the tenancy agreement may result in the landlord serving a One Month Notice to End Tenancy for Cause. Where the tenancy agreement lacks a clause indicating that no additional occupants are allowed, it is implied that the tenant may have additional occupants move into the rental unit. The tenant on the tenancy agreement is responsible for any actions or neglect of any persons permitted on to the property by the tenant.

- See [Policy Guideline 19: Assignment and Sublet](#) for more information about occupants and roommates.

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I. CHANGES TO POLICY GUIDELINE

Section	Change	Notes	Effective Date
All	Am	Revised for clarity	May-2020

Change notations

am = text amended or changed

del = text deleted

new = new section added