



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes:

MNSD

Introduction

I have been delegated the authority under Section 9.1 of the *Residential Tenancy Act* (the “Act”) to hear this matter and decide the issues.

I reviewed the evidence on the case file prior to the Hearing. The parties gave affirmed evidence and this Hearing proceeded on its merits.

Issue(s) to be Decided

This is the Tenants’ application under Section 38(6) of the Act for double the security and pet deposit paid to the Landlords.

Preliminary Matters

At the onset of the Hearing, the Respondent PB stated that he was not a landlord, but acted as the Landlord LZ’s agent and is her brother. The Respondent PB stated that the Applicants were not tenants under the tenancy agreement. The Respondent PB testified that the Landlord never dealt with the Applicants and received rent from another tenant. The Landlord’s agent asked that the Application be dismissed.

A copy of the Tenancy Agreement was entered into evidence on April 6, 2009. The Respondent PB, is not named as a landlord under the Agreement. Furthermore the Applicants are not named as tenants under the Agreement. There is only one tenant named in the tenancy agreement.

The Applicants testified that they paid cash to the other tenant named in the Tenancy Agreement, who in turn paid the rent to the Landlord by way of personal cheque. The security deposit was paid to the Landlord in a like fashion. The Applicants stated that they were applying for double the security deposit on behalf of the tenant named in the Tenancy Agreement because she was pregnant and unable to easily apply herself.

Analysis

Based on the testimony of the Tenants/Applicants and the Landlord's agent, I find that Tenants/Applicants paid rent to the tenant named in the Tenancy Agreement. The Landlord did not accept rent from the Tenants/Applicants. Therefore, I find that the Tenants/Applicants were occupants and their landlord was the tenant named in the Tenancy Agreement. I advised the Tenants/Applicants that an application for double the security deposit would have to be made by the tenant under the tenancy agreement, who is at liberty to apply if she so chooses.

Conclusion

The Tenants' application is dismissed, without leave to re-apply.

April 24, 2009
