



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNSD

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution for a monetary order for the return of a security deposit.

Issues(s) to be Decided

The issues to be decided are whether the tenant is entitled to a monetary Order for all or part of the security deposit, pursuant to sections 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The tenant submitted into evidence the following documents:

- Documents confirming payment of the security deposit were made to the "landlord";
- A request sent to the "landlord" requesting the security deposit and providing the tenant's forwarding address, dated September 1, 2009;
- A copy of a tenancy agreement for a month to month tenancy beginning July 13, 2009 for monthly rent of \$1,100.00 listing the tenant and "landlord" as tenants and a different third party as the landlord. A security deposit of \$550.00 was paid to the landlord, as per the tenancy agreement, on July 13, 2009; and
- A document entitled "Shelter Information" listing the male tenant as landlord, property manager or agent.

The male tenant testified that the landlord had wanted to deal only with one tenant and as such the female tenant paid her portion of the security deposit to the male roommate, who in turn, paid the landlord the full security deposit amount.

Conclusion

As the two parties to this dispute are listed as tenants in the tenancy agreement, I find this to be a matter between co-tenants and not a matter between a landlord and tenant as defined under the *Act*, I decline jurisdiction and therefore dismiss this application without 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: January 13, 2010.

Dispute Resolution Officer