



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with an application by the tenant for an order for the return of double her security deposit. The tenant presented evidence showing that she served the landlord with the application for dispute resolution and notice of hearing via registered mail. The tenant's evidence shows that the landlord refused delivery of the item. I found that the landlord was properly served with application for dispute resolution and notice of hearing and the hearing proceeded in his absence.

Issue to be Decided

Is the tenant entitled to the return of double her security deposit?

Background and Evidence

The undisputed facts before me are as follows. On October 1 the tenant moved into the rental unit, which was occupied by another tenant, B.H. The tenant's name was added to the tenancy agreement which had the names of B.H. and another party, K.B. who had vacated the rental unit. The tenant paid a \$687.00 security deposit and paid the landlord \$687.00 per month in rent. The tenant vacated the rental unit on April 30, 2010 and gave the landlord her forwarding address in writing on that date by writing the address on the condition inspection report.

Analysis

Generally, when multiple tenants are listed on one tenancy agreement, they are considered jointly and severally liable, which means not only are they responsible for

each other's debts related to the tenancy, but also that the security deposit is shared amongst the tenants and the return of the entire deposit to one tenant effectively returns the deposit to all. In this case, I find that the mere fact that the tenants are listed together on the tenancy agreement is insufficient to establish a co-tenancy. The landlord treated each tenant as a separate tenant, collecting rent and security deposits from them individually and permitting K.B. to end his tenancy while preserving B.H.'s tenancy. I find that the tenant and B.H. were tenants in common and that they each may claim individually against the landlord for the deposits they each paid.

Section 38(1) of the Act provides that the landlord must return the security deposit or apply for dispute resolution within 15 days after the later of the end of the tenancy and the date the forwarding address is received in writing. I find the landlord received the tenant's forwarding address on April 30 and I find the landlord failed to repay the security deposit or make an application for dispute resolution within 15 days of receiving the tenant's forwarding address and is therefore liable under section 38(6) which provides that the landlord must pay the tenant double the amount of the security deposit.

The landlord currently holds a security deposit of \$687.00 and is obligated under section 38 to return this amount. The amount that is doubled is the base amount of the deposit. I award the tenant \$1,374.00. I find that the tenant is entitled to recover the \$50.00 filing fee paid to bring her application and I award her \$50.00.

Conclusion

I grant the tenant an order under section 67 for \$1,424.00, which sum includes \$1,374.00 as the double security deposit and the \$50.00 filing fee paid to bring this

application. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated: October 13, 2010

Dispute Resolution Officer