



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD and FF

Introduction

This application was brought by the tenant on August 8, 2011 seeking a Monetary Order for return of her security deposit in double on the grounds that the landlord did not return it within 15 days of the end of the tenancy or receipt of her forwarding address as required under section 38 of the *Act*. The tenant also sought an order that the landlord provide her with receipts for the last four months of the tenancy.

Issue(s) to be Decided

This application requires a decision on whether the tenant is entitled to a Monetary Order for return of the security deposit, recovery of the filing fee and an order requiring the landlord to provide the requested receipts.

Background and Evidence

This tenancy originally began on May 1, 2008 as a co-tenancy with two male tenants, BW and ST. Rent was \$1,600 per month and the landlord held a security deposit of \$800.

The applicant submits that she was a co-tenant, and the landlord is of the belief that she is an occupant.

The landlord submitted a copy of page 1 of the rental agreement showing that on or about June 7, 2010, the rental agreement was amended to strike out the name of ST and to replace it with the applicant female tenant, LH. The change was recorded on item #2 of the agreement which bears the heading, "Full names of all adult persons (age 19 or older) other than tenant(s) to occupy the rental unit...."

The tenant submitted a copy of the signature page of the rental agreement showing her signature on a line reserved for tenants next to an illegible single digit date in June 2010 and submitted that the signature recognized her as a tenant.

During the hearing, the landlord submitted evidence that on April 20, 2011, the applicant, LH, was arrested and charged with assault against BW and two police officers at the residence. In consequence, the applicant was forbidden to return to the address of the rental unit, save but once in the company of a police officer to remove her belongings, so long as BW remained resident.

The landlord gave evidence, supported by written submissions from BW, that BW had paid the security deposit at the commencement of the original tenancy, that BW had always paid the rent and accepted cancelled cheques as receipts, and that the landlord had returned the security deposit to BW on May 2, 2011. The landlord submitted into evidence rent cheques for \$1,600 for March and April 2011 which bore only the name of BW.

The landlord and BW had mutually agreed to end the tenancy, but BW remained until August 1, 2011 as an occupant as agreed with the new tenants.

The applicant stated that she required the receipts for rent to meet a request from the BC Rental Assistance Program. She stated that she had paid \$1,100 of the rent and that BW had paid the \$500 balance.

The landlord stated that the applicant had not requested receipts until after the tenancy had ended.

Analysis

I did not find the applicant's claims to be credible. She submitted no documentary or corroborating evidence to prove that she had paid a security deposit to the landlord or to BW. I accept the evidence of the landlord, supported by a copy of BW's cheque paying the \$800 deposit in 2008 along with his written statement that, the applicant did not pay a security deposit to him. This is supported by BW's written submissions that, as the applicant's was his girl friend when she moved in, he did not worry about a security deposit from her and the full amount of the deposit was returned to him by the landlord on May 2, 2011.

Having so found, I find that it is not necessary for me to make a determination on whether the applicant was an occupant or a tenant.

If she was an occupant, she does not have standing to bring an action against the landlord. If she was a tenant, I find that repayment of the security deposit was lawfully made to her co-tenant, BW on May 2, 2011.

As to the applicant's request for receipts, I find that the landlord quite properly declined to issue further receipts beyond the cancelled cheques held by BW as the landlord had no knowledge of any division of rent between the tenants and risked being in a position of having issued two receipts to two different parties for the same payments.

Conclusion

The application is dismissed in its entirety 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: November 09, 2011.

Residential Tenancy Branch