



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

This hearing dealt with an application by the tenant for money owed or compensation due to damage or loss, return of double the security deposit and recovery of the filing fee.

Both parties participated in the conference call hearing.

Issue(s) to be Decided

Is the tenant entitled to any of the above under the Act.

Background and Evidence

This fixed term tenancy began December 1, 2011 with monthly rent of \$1050.00 and the tenant paid a security deposit of \$525.00.

The tenant testified that the first weekend of December 2011 a female friend of his moved in to the rental unit to stay on a temporary basis; this person was not added to the tenancy agreement. The tenant stated that he paid the rent in full with no contribution by the female friend staying with him.

The weekend of January 1, 2012 the tenant went away for the weekend and when he returned on January 2, 2012 he found that the locks to the rental unit had been changed; the January 2012 rent had been paid in full.

The tenant stated that when he asked the landlord for a key, the landlord denied this request. The tenant then sent the landlord his forwarding address on January 6, 2012 requesting return of the security deposit and was advised that when the tenancy ended on January 31, 2012 a move out inspection would be completed and the security deposit returned. The landlord subsequently returned the security deposit to the tenant on February 1, 2012.

The landlord's agent testified that the tenant's female friend is the party that changed the locks and not the landlord. The landlord's agent stated that the tenant's female friend and tenant had supposedly been arguing and fighting and as the female friend was afraid of the tenant she changed the locks with the landlord's consent.

The tenant maintains that it was the landlord that locked him out and denied him access to the rental unit. The tenant stated that the landlord had a key to the new lock and helped the tenant's female friend to change the locks.

The tenant in this application is seeking return of double the security deposit and return of the January 2012 rent.

Analysis

Based on the documentary evidence and testimony of the parties, I find on a balance of probabilities that the tenant has not met the burden of proving that they have grounds for entitlement to a monetary order for return of double the security deposit and return of the January 2012 rent.

The tenant maintained that the landlord was responsible for locking him out of the rental unit as the landlord had a copy of the key and had purportedly assisted with the locks being changed. The locks however were changed by the tenant's female friend and not the landlord. The tenant's female friend was staying in the rental unit as a guest of the tenant's and it is this person that the tenant needs to seek compensation from and not the landlord.

The landlord returned the security deposit in accordance with the Act as it was returned to the tenant the day after the tenancy ended. The matter of the January 2012 rent is between the tenant and his female friend and not the tenant and the landlord. The tenant had the option of having the female friend, who was not named on the tenancy agreement and not paying rent, removed from the rental unit by a bailiff. It is unreasonable for the landlord to be held financially responsible for the actions of the tenant's female friend.

The tenant's application is hereby dismissed without leave to reapply.

As the tenant(s) has not been successful in their application they are not entitled to recovery of the \$50.00 filing fee.

Conclusion

The tenant's application is hereby dismissed 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: April 2, 2012

Residential Tenancy Branch