



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** MNSD, MNDC, FF

### **Introduction**

This hearing dealt with an application by the tenant for a monetary order for the return of double the security and pet deposits, for moving costs, loss of utilities and for the recovery of the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

### **Issue to be Decided**

Is the landlord responsible for the return of the security deposit or is the deposit in the possession of the owner of the rental unit? Is the tenant entitled to the return of double the security deposit, moving costs, and utilities and the recovery of the filing fee?

### **Background and Evidence**

The landlord, JR rented the house from the owner and was permitted to sub let the basement. The house was up for sale and JR had plans to move out. The tenant in this dispute SB, moved in on February 15, 2013. JR stated that he informed SB that the house was up for sale and that he would be moving out in early April.

The tenant paid \$500.00 on February 03 for a security deposit and \$900.00 on February 14, 2013. The payment on February 14 included \$400.00 for rent for half of February and \$500.00 for a pet deposit. JR stated that he deposited the security and pet deposits in the amount of \$1,000.00 directly into the account of the owner and filed a copy of the bank slip as proof of having done so on February 08, 2013. JR stated that he gave SB a copy of the bank slip to enable him to get his deposits back when his tenancy ended.

I asked JR why he deposited \$1,000.00 on February 08 when at that point he had only received \$500.00 from SB. SB stated that the deposit made by JR on February 08 was JR's rent for February. JR argued that SB did not have the full deposit available and to avoid a second trip to the bank, JR deposited the entire deposit amount on February 08. JR added that he did not pay rent for February due to an overpayment of rent from an illegal rent increase of \$200.00 that he paid to the landlord, for 18 months.

JR moved out on April 04, 2013 and SB continued to occupy the rental unit. SB decided to move out about two weeks after JR moved out. SB was not sure of the exact date that he moved out. He testified that the owner allowed him to live rent free for the last month of his tenancy.

The tenant is claiming \$700.00 for moving costs, \$250.00 for utilities and \$50.00 for the filing fee in addition to the return of double the deposits. The tenant sent a note to JR requesting that the deposits be sent to him at the address provided in the note.

### **Analysis**

Based on the testimony of both parties, I find that SB was a sub tenant and entered into a tenancy agreement with JR. When JR moved out, the tenancy ended. However SB continued to rent the unit and dealt directly with the owner of the home. Therefore I find that JR assigned the tenancy to SB. Assignment is the act of transferring all or part of a tenant's interest in or rights under a lease or tenancy agreement to a third party, who becomes the tenant of the original landlord. The obligations of a landlord with respect to a security deposit run with the land or reversion. Thus, if the landlord changes, the new landlord retains these obligations.

JR also provided proof of having deposited the security and pet deposits into the bank account of the owner of the rental home. Therefore I find that the deposits are in the possession of the owner and he is obliged to return these deposits to the tenant in accordance with Section 38 of the *Residential Tenancy Act*

Based on the above, I must dismiss the tenant's application with leave to reapply. SB must provide the owner of the home with his forwarding address in writing along with a request for the return of the deposits.

### **Conclusion**

The tenant's application is dismissed with 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: July 26, 2013

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Residential Tenancy Branch