



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Fernwood NRG  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDC, MNSD, FF

### Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for compensation or loss - Section 67;
2. An Order for return of the security deposit – Section 38; and
3. An Order to recover the filing fee for this application - Section 72.

The Tenant and Landlord were each given full opportunity to be heard, to present evidence and to make submissions under oath.

### Issue(s) to be Decided

Is the Tenant entitled to the monetary amounts claimed?

### Background and Evidence

The tenancy with a co-tenant started on January 1, 2013. Rent of \$1,000.00 was payable monthly and at the outset of the tenancy the Landlord collected \$500.00 as a security deposit.

The Tenant states that on September 6, 2013 he was locked out of the unit as the locks were changed. The Tenant states that until entered into a mutual agreement to end the tenancy for September 13, 2013 he had no access to the unit as the Landlord refused to give him a key or provide him with an opportunity to retrieve belongings. The Tenant

states that the co-tenant remained in the unit. The Tenant claims return of the rent paid for September 2013 and half the security deposit.

The Landlord states that as a result of actions by the Tenant during a domestic dispute the unit lock was broken and that at the request of the co-tenant, the lock was replaced and the keys for entry given to the co-tenant. The Landlord states that they fulfilled their obligations to provide keys. The Landlord states that at the end of the tenancy with the Tenant the Landlord entered into a new tenancy agreement with the co-tenant for the unit with the co-tenant. The Landlord states that the co-tenant authorized the application of the security deposit from the previous tenancy to the new tenancy.

### Analysis

Section 7 of the Act provides that where a landlord does not comply with the Act, regulation or tenancy agreement, the landlord must compensate the tenant for damage or loss that results. A security deposit and rent paid under a tenancy agreement is paid in respect of a tenancy. Regardless of who paid the deposit, any tenant who is a party to the agreement has authority in relation to that deposit and every tenant on a tenancy agreement is jointly and severally liable for rent. Based on the Landlord's undisputed evidence of authority from the co-tenant, I find that the security deposit for the tenancy that ended has been dealt with and I therefore dismiss the Tenant's claim for return of half the security deposit.

As the Landlord provided the co-tenant with the keys to the new lock, I find that the Landlord fulfilled its obligations in relation to the provision of locks to a unit and that the Tenant has therefore not substantiated that the Landlord failed to comply with the Act or the tenancy agreement or that the Landlord caused any loss of the Tenant. Although the Tenant moved out of the unit pursuant to the mutual agreement to end the tenancy, given the lack of evidence that the Tenant would be reimbursed any part of the rent in exchange for the agreement and considering that the co-tenant remained under a new tenancy agreement, I find that the Tenant has not substantiated its claim for return of September 2013 rent. I therefore dismiss this claim.

Conclusion

The Tenant's application is dismissed.

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: December 09, 2013

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Residential Tenancy Branch

