



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF, O

Introduction

This hearing was scheduled to deal with a tenant's application for return of double the security deposit on the basis the landlord did not return all of the security deposit. Both parties appeared or were represented at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

Preliminary Issue – Name of applicant

By consent, the name of the applicant was amended to correctly identify his last name.

Preliminary Issue – Identify of tenant

Upon review of the written tenancy agreement and the condition inspection reports I determined it was necessary to determine whether the applicant has standing as a tenant.

The written tenancy agreement named two tenants on the first page of the agreement but only the female tenant executed the tenancy agreement on April 19, 2013. Only the female tenant signed the addendum. Further, only the female tenant signed the move-in inspection report on May 10, 2013. The applicant did not sign any of the above described documentation.

It was undisputed that the male occupant lived at the rental unit with the female tenant from the time the tenancy commenced until she moved out in June 2013, leaving the male occupant to continue to reside at the rental unit.

The landlord testified that he was aware that there was a breakdown in the relationship between the male occupant and the female tenant and that informed the parties that he considered the fixed term tenancy to remain in effect even if the female tenant moved

out. The female tenant did not give the landlord notice to end the tenancy. Nor, did the landlord and the applicant enter into their own tenancy agreement although the rent payments were made by the male occupant.

The applicant submitted that in making rent payments to the landlord a tenancy formed between them. The applicant also stated that when the tenancy formed he contributed one-half of the security deposit and when the female tenant moved out he reimbursed her for her half of the security deposit.

The landlord was of the position the original tenancy agreement remained in effect since it did not end until the unit was vacated at the end of November 2013. The landlord submitted evidence showing that on December 7, 2013 the female tenant signed the move-out inspection report and authorized the landlord to deduct \$262.64 from the security deposit in writing.

Based upon the evidence before me, it is clear that a tenancy agreement formed between the landlord and the female tenant on April 19, 2013 when the tenancy agreement and addendum were executed by the landlord and the female tenant. The question is when did that tenancy end and did the female tenant have standing to authorize deductions from the security deposit on December 7, 2013.

Section 44 of the Act provides for the ways a tenancy ends. One way a tenancy ends is when the rental unit is abandoned or vacated. Another way to end a tenancy is to enter into a subsequent tenancy agreement. In this case, the female tenant did not give the landlord notice that she wished to end the tenancy. Nor, did the landlord and the male occupant enter into a new tenancy agreement that would supersede the written tenancy agreement already in effect. In other words, a verbal or implied tenancy does not replace a written tenancy agreement that is otherwise valid. Rather, the only event that ended the tenancy in this case was by way of vacating the rental unit on November 30, 2013. Therefore, I accept the landlord's position that the tenancy with the female tenant remained in effect until November 30, 2013 as the tenancy with her did not otherwise end earlier.

Given the female tenant remained a legal tenant until November 30, 2013 I find the landlord was justified in seeking the female tenant's authorization for deductions from the security deposit on December 7, 2013. Any dispute the applicant may have with respect to the authorization provided by the female tenant is between the applicant and the tenant.

In light of all of the above, I find the applicant did not have standing as a tenant for this rental unit. As such, I refuse to consider this application further and it 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: April 25, 2014

Residential Tenancy Branch

