



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      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. An Order for the return of the security deposit - Section 38; and
2. An Order to recover the filing fee for this application - Section 72.

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

### Issue(s) to be Decided

Is the Tenant entitled to the monetary amounts claimed?

### Background and Evidence

The tenancy started on July 1, 2013 and ended on February 28, 2014. Rent of \$720.00 was payable monthly and at the outset of the tenancy the Landlord collected \$360.00 as a security deposit. The tenancy agreement does not name any tenants but lists the Applicant and another person as occupants and the other person signed the tenancy agreement. The Landlord agrees that both occupants were tenants under the tenancy agreement.

Both a move-in and move-out condition inspection was conducted by the co-tenant. The co-tenant signed the move-out report and agreed to deductions from the security deposit for carpet cleaning and outstanding utilities. The Landlord returned \$193.00 to

the co-tenant on March 19, 2014 and the co-tenant signed an accounting of the returned amount that notes deductions for the utilities and carpet cleaning. The Tenant sent his forwarding address to the Landlord on March 21, 2014.

The Tenant states that he did not agree to deductions from the security deposit for cleaning the carpet and that he received 96.50 on April 5, 2014 from the co-tenant. The Tenant claims return of the security deposit.

### Analysis

Section 38 of the Act provides that within 15 days after the later of the date the tenancy ends, and the date the landlord receives the tenant's forwarding address in writing, the landlord must repay the security deposit or make an application for dispute resolution claiming against the security deposit. This section further provides that a landlord may retain an amount from a security deposit if, at the end of a tenancy, the tenant agrees in writing the landlord may retain the amount to pay a liability or obligation of the tenant. A security deposit collected by a landlord under the Act is paid in respect of a particular tenancy agreement. Regardless of who paid the deposit, any tenant who is a party to the agreement has authority in relation to that deposit.

Given that the co-tenant agreed in writing for the deductions to be made to the security deposit in relation to agreed liabilities and given that the co-tenant had the authority to deal with the security deposit, I find that the Landlord had the authority to retain the amount agreed to by the co-tenant. As the Landlord returned the remaining amount to the co-tenant in advance of receiving the Tenant's forwarding address, I find that the Landlord acted in accordance with the Act. The Tenant has failed to substantiate its claim to the return of the security deposit and I therefore dismiss the Tenant's application.

### 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: August 12, 2014

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Residential Tenancy Branch

