



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, O

### Introduction

This hearing dealt with an application by the tenant for an order compelling the landlord to return his security deposit and a monetary order. Both parties participated in the conference call hearing.

### Issues to be Decided

Should the landlord be ordered to return the security deposit?  
Is the tenant entitled to compensation as claimed?

### Background and Evidence

The parties agreed that the tenancy began sometime in the late summer or fall of 2014 when the tenant moved into the rental unit with his daughter. The landlord testified that the daughter's tenancy began at the beginning of 2014 and that at the time, she had another co-tenant, both of whom were named on the tenancy agreement. At some point, the second person vacated the rental unit and shortly thereafter, the tenant moved in. The parties agreed that the tenant and the daughter vacated the unit on December 1, 2014.

The parties further agreed that the total rent for the unit was \$1,100.00 per month and that the daughter paid half of the rent directly to the landlord and the Ministry of Income Assistance paid the other half directly to the landlord on behalf of the tenant. They further agreed that the tenant paid \$275.00 to the landlord through the Ministry as his portion of the \$550.00 security deposit. They further agreed that the landlord filled out an "Intent to Rent" form for the Ministry which identified the total amount payable for the unit as \$1,100.00 and stated that the tenant's portion was \$550.00.

The landlord submitted evidence showing that at the end of the tenancy, the daughter agreed in writing that the landlord could retain the entire security deposit. The tenant

argued that his daughter should not have been able to give permission for the landlord to retain his part of the deposit.

The tenant seeks \$150.00 in compensation for a time on August 20 when he had just arrived home from a month's stay in the hospital to find that his daughter and her counselor were making plans to compel the tenant to move from the rental unit. He testified that over the telephone, the landlord told him to "get the hell out." He claimed that this caused him extreme stress. The landlord testified that he did not recall the incident.

The tenant seeks \$175.00 in compensation for a time on December 1 when the landlord arrived at the rental unit at 8:00 a.m. to assist the tenant's daughter in moving out and told the tenant at that time to get out of the house. The tenant argued that this caused him both stress and embarrassment as the statement was made in front of a friend who was helping him move. The landlord replied that the statement was made because the tenant was supposed to have vacated the property the day before.

### Analysis

The tenant did not dispute that his daughter had given the landlord written permission to retain the security deposit. In order to succeed in his claim for the return of the deposit, the tenant must prove that his daughter did not have the right to give the landlord permission to keep the deposit. I find that the evidence overwhelmingly shows that this was a co-tenancy in which both the tenant and his daughter had rights under the tenancy agreement. The tenant acknowledged that his daughter invited him to share the unit to share the rent with her, the Intent to Rent form shows that the tenant was paying just a portion of the overall rent and the tenancy for both the tenant and his daughter ended at the same time. The fact that the tenant paid his portion of the rent and the security deposit directly to the landlord via the Ministry does not, in my view, mean that his tenancy was completely independent of his daughter's tenancy. I find that as a co-tenant, the tenant's daughter had the right to agree that the landlord could retain the tenant's security deposit and I therefore dismiss the claim for the return of the deposit.

The tenant claimed that the landlord's comments on August 20 and December 1 breached his right to quiet enjoyment. Residential Tenancy Policy Guideline #6 indicates that in order to establish a claim for loss of quiet enjoyment, the tenant must prove that there has been a substantial and ongoing interference. I find that the one statement made on August 20 is not sufficient to establish this claim and I find that the statement made on December 1 was made one day after the tenancy ended, a day on

which the tenant did not have a right to quiet enjoyment. I find that the tenant has failed to prove his claim and dismiss the claim.

Conclusion

The tenant's claim 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 05, 2015

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Residential Tenancy Branch

