



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      mNSD, FF, O

### Introduction

This is an application brought by the tenant(s) requesting a monetary order for double their \$1600.00 security/pet deposit for a total of \$3200.00, and a request for recovery of their \$50.00 filing fee.

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All parties were affirmed.

### Issue(s) to be Decided

The issue is whether or not the landlord improperly dealt with adding a tenant to a tenancy agreement, and whether or not the landlord failed to allow a proper moveout inspection.

### Background and Evidence

The tenants paid a security deposit of \$900.00, and the pet deposit of \$700.00 on November 16, 2010.

This tenancy began on December 15, 2010 with a monthly rent of \$1800.00.

At the beginning of the tenancy there were four tenants on the tenancy agreement, however one of them was removed as a tenant on July 1, 2012.

The fourth tenant who was previously removed was added back on the tenancy agreement as of April 28, 2014 and at that time all four of the tenants signed and dated the clause adding the fourth tenant.

The applicants have argued that they had already given notice that they would be ending the tenancy on May 31, 2014 and therefore they believe the fourth tenant should not have been added to the tenancy agreement at that time and should have signed a separate new agreement with the landlord.

The applicants stated that they felt pressured by the new tenant to add him onto the tenancy agreement so that he could get a recommendation from the landlords at the end of the tenancy that he could use for any new tenancy.

The applicants also stated that they felt pressured by the landlord to add the fourth tenant onto the tenancy agreement.

The applicants therefore argue that they should not be bound by any agreements made between the landlord and the fourth tenant.

The applicants further argue that the landlord would not agree to do the moveout inspection on June 2, 2014 and therefore the new fourth tenant participated in the moveout inspection with the landlord as a stand-in for all the tenants on June 1, 2014, and they therefore believe that they were not given a reasonable opportunity to participate in the moveout inspection and should therefore not be bound by that inspection report.

The applicants are therefore requesting that the landlord be ordered to return their full security/pet deposit, and that it be ordered double as the 15 day time limit has now past.

The landlord testified that at the time that the fourth tenant was added to the tenancy agreement on April 28, 2014, no pressure was put on the applicants, no one raised any objections whatsoever to having him added as a tenant.

The landlords further stated that each of the three applicants plus the new fourth tenant willingly signed and dated agreement, and therefore it is their belief that at that time the fourth tenant became a co-tenant in this tenancy agreement with all the rights and obligations given tenants under the Residential Tenancy Act and the agreement.

### Analysis

It is my decision that the applicants have not met the burden of proving that they were pressured by the landlord to include the fourth tenant on the tenancy agreement, and in fact if any pressure did occur it appears it was by the added tenant.

Section 14 of the Residential Tenancy Act states:

**14** (2) A tenancy agreement may be amended to add, remove or change a term, other than a standard term, only if both the landlord and tenant agree to the amendment.

In this case, all the applicants admit that they signed and dated the document when the fourth tenant was added and therefore it is my decision that the applicants willingly agreed to add the fourth tenant to their tenancy agreement.

Therefore as of April 28, 2014 the fourth, added tenant became an equal tenant on the tenancy agreement with the same rights and obligations of the other three.

Residential Tenancy Policy Guideline number 13 clearly states:

Co-tenants are jointly responsible for meeting the terms of the tenancy agreement. Co-tenants also have equal rights under the tenancy agreement.

Further, although the applicant's claim they were not given reasonable opportunity participate in the moveout inspection, their co-tenant, the added fourth tenant, agreed to participate in the moveout inspection and in fact did participate in the moveout inspection and sign the document agreeing to allow the landlord to keep a portion of the security deposit. The remainder of the security deposit was returned to the tenants.

Section 38(4)(a) of the Residential Tenancy Act states:

38(4) A landlord may retain an amount from a security deposit or a pet damage deposit if,

(a) 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

Therefore it is my decision that since the fourth added tenant did agree in writing to allow the landlord to retain a portion of the security deposit, the applicants do not have a claim for return of any more of their security deposit, let alone double their security deposit.

Conclusion

This application is dismissed in full without 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: November 03, 2015

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Residential Tenancy Branch

