



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD

### Introduction

This hearing was convened by way of conference call in response to the tenant's application for a Monetary Order for the return of the security deposit.

The tenant and landlord attended the conference call hearing, and were given the opportunity to be heard, to present evidence and to make submissions. The tenant provided documentary evidence to the Residential Tenancy Branch and to the other party in advance of this hearing. The landlord confirmed receipt of evidence. I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issue(s) to be Decided

Is the tenant entitled to a Monetary Order to recover the security deposit?

### Background and Evidence

The parties agreed that this tenancy started on July 01, 2014 for a fixed term until June 30, 2015, thereafter the tenancy continued on a month to month basis until it ended on September 31, 2015. Rent for this unit was \$1,400.00 per month due on the 1<sup>st</sup> of each month. The tenant paid a security deposit of \$725.00 on June 03, 2014.

The tenant testified that she rented this unit with a co-tenant who is her daughter. The security deposit was paid by this tenant and even though her co-tenant gave the landlord a letter saying the security deposit should be returned to this tenant the landlord gave it to her co-tenant. As the tenant no longer has any contact with her daughter she seeks to recover the security deposit from the landlord as he should not have given it to her co-tenant.

The landlord agreed that he did return the security deposit to this tenant's daughter and co-tenant on September 31, 2015 or October 01, 2015. This tenant has also not provided a forwarding address to the landlord.

### Analysis

I refer the parties to the Residential tenancy Policy Guidelines # 13 which clarifies the rights and responsibilities relating to multiple tenants renting premises under one tenancy agreement.

Co-tenants are two or more tenants who rent the same property under the same tenancy agreement. Co-tenants are jointly responsible for meeting the terms of the tenancy agreement. Co-tenants also have equal rights under the tenancy agreement.

A security deposit or a pet damage deposit is paid in respect of a particular tenancy agreement. Regardless of who paid the deposit, any tenant who is a party to the tenancy agreement to which the deposit applies may agree in writing to allow the landlord to keep all or part of the deposit for unpaid rent or damages, or may apply for arbitration for return of the deposit.

As the landlord may return the security deposit to either of the tenants then regardless of any written instruction the landlord was wholly within his right to return the security deposit to the tenant's co-tenant and daughter. It is then up to the tenants to apportion among themselves any security deposit due to either of them.

As the landlord has complied with the *Act* I must dismiss the tenant's application to recover the security deposit.

Conclusion

The tenant's application is dismissed 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: July 19, 2016

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Residential Tenancy Branch