



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding GATEWAY PROPERTY MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD

Introduction

This hearing was convened by way of a conference call in response to an Application for Dispute Resolution (the “Application”) made by the Tenant for a Monetary Order for return of the security deposit.

The Tenant and an agent for the Landlord appeared for the hearing. The Landlord’s agent confirmed receipt of the Tenant’s Application. The Tenant explained that at the end of the tenancy she had received a cheque from the Landlord for the full amount of the security deposit. However, she was unable to cash the cheque because the cheque had been made out in both the Tenant’s name and that of the Co-Tenant on the tenancy agreement. The Tenant explained that she was unable to cash the cheque because she does not have a joint back account with the Co-Tenant. The Tenant confirmed that she had paid the security deposit of \$390.00 to the landlord at the start of the tenancy.

The Landlord’s agent explained that they had met their obligation in returning the Tenant and the Co-Tenant named on the tenancy agreement with the security deposit but that this had been returned to them by the Tenant. The Landlord’s agent stated that he was agreeable to issue another cheque for \$390.00 in the Tenant’s name as long as there would be no repercussions to this.

As a result, I referred the Landlord’s agent to Policy Guideline 13 to the Act, which states in part:

“A tenant is the person who has signed a tenancy agreement to rent residential premises. If there is no written agreement, the person who made an oral agreement to rent the premises and pay the rent is the tenant. 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.”

Co-tenants are jointly and severally liable for any debts or damages relating to the tenancy. This means that the landlord can recover the full amount of rent, utilities or any damages from all or any one of the tenants. The responsibility falls to the tenants to apportion among themselves the amount owing to the landlord...

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."

[Reproduced as written]

Based on the foregoing, the Landlord agreed to send the Tenant another cheque in the amount of \$390.00 in the Tenant's name so that she is able to cash the monies owed to her under the signed tenancy agreement and pursuant to Section 38(1) of the Act.

Accordingly, the Tenant is issued with a Monetary Order in the amount of \$390.00 as a precautionary measure to be served on the Landlord if the Landlord fails to make payment. This file is now closed.

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, 2016

Residential Tenancy Branch