



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 0826953 BC LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNSD, O

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

- authorization to obtain a return of double the value of the security deposit, pursuant to section 38; and
- other unspecified remedies.

The landlord's agent ("landlord") and the tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlord confirmed that she was the office manager for the landlord company named in this application and that she had permission to speak on its behalf, as an agent at this hearing.

### Preliminary Issues – Dismissal of Tenant's Application

At the outset of the hearing, the tenant confirmed that she rented the manufactured home and manufactured home site from the landlord, so this matter fell under the *Act*, not the *Manufactured Home Park Tenancy Act* as originally indicated in her application. The landlord agreed. Pursuant to section 64(3)(c) of the *Act*, I amend the tenant's application to correct this error, as I see no prejudice to either party in doing so.

The tenant testified that she moved out of the manufactured home. She said that when she moved into the manufactured home she paid a security deposit on behalf of herself and another tenant, who signed the original tenancy agreement and still lives in the manufactured home.

The landlord confirmed that the other tenant who signed the tenancy agreement, still remains in the manufactured home. She stated that the other tenant has not paid a separate security deposit or signed a new tenancy agreement with the landlord, so the landlord continues to retain the security deposit and did not return it to the tenant, because the tenancy has not yet ended.

Both parties provided a copy of the written tenancy agreement. Both the tenant and another tenant signed the agreement. It is undisputed that the other tenant is still residing in the manufactured home. Therefore, the tenancy has not yet ended for both parties named on the tenancy agreement and for which the security deposit was originally paid. The tenancy has only ended for one party, the tenant. The other tenant has not signed a new tenancy agreement with the landlord or paid a new security deposit to the landlord.

Therefore, I notified both parties at the hearing, that the tenant's application to recover double the value of the security deposit is premature since the tenancy has not yet ended and the landlord is not required to return the deposit until the tenancy has ended, as per section 38 of the *Act*.

Accordingly, I notified the tenant that her application was dismissed with leave to reapply. The tenant confirmed that she would file a future application to recover her security deposit once the tenancy has ended.

### Conclusion

The tenant's entire application is dismissed with 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: February 26, 2018

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Residential Tenancy Branch