



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNSD, FFT

Introduction

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. A monetary order in the sum of \$640 for the return of the security deposit.
- b. An order to recover the cost of the filing fee.

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Application for Dispute Resolution/Notice of Dispute Resolution Hearing was served on the landlord by mailing, by registered mail to where the landlord resides on June 24, 2019. With respect to each of the applicant's claims I find as follows:

Issues to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to the return of double the security deposit/pet deposit?
- b. Whether the tenant is entitled to recover the cost of the filing fee?

Background and Evidence:

In 2012 the landlord and the tenant HL entered into a written tenancy agreement. The latest agreement is dated March 1, 2018 and set the end of tenancy for February 28, 2019. The rent was \$1256 per month payable in advance on the first day of each month. The tenancy agreement indicates the landlord holds a security deposit of \$540 and a FOB deposit of \$100 for a total of \$640. At some stage the tenant HL returned to her home country to help an ill relative.

The landlord takes the position that the second tenant YK is not a tenant but a roommate only. The tenancy agreement does not identify her as a tenant.

The tenancy ended on February 28, 2019.

The landlord stated she has damage claims against the tenant.

Analysis

I determined that it was not possible in the absence of participation of HL (the tenant named in the written tenancy agreement) or written documentation from HL authorizing YK to appear on her behalf to determine whether YK has the right to claim against the security deposit.

As a result I ordered that the application be dismissed with leave to re-apply. The tenant has the right to file a new claim against the security deposit(s) and FOB deposit. The tenant must be prepared to participate in the hearing and/or provide written authorization for someone to appear on her behalf. The tenant must also provide evidence to support her claim.

This decision is final and binding on both parties.

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: October 01, 2019

Residential Tenancy Branch