



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, MNDCT, FFT

### Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order for the return of the security deposit - Section 38;
2. A Monetary Order for compensation - Section 67; and
3. An Order to recover the filing fee for this application - Section 72.

The Parties were each given full opportunity under oath to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the Tenant entitled to return of the security deposit?

Is the Tenant entitled to the compensation claimed?

Is the Tenant entitled to recovery of the filing fee?

### Background and Evidence

The following are agreed facts: the tenancy under written agreement started on December 14, 2006 and ended on October 31, 2020. At the outset of the tenancy the Landlord collected \$800.00 as a security deposit and \$800.00 as a pet deposit. The Tenant and another person (“RD”) are both named as tenants on the tenancy agreement. At the end of the tenancy RD provided its forwarding address on the move-out inspection report dated October 24, 2020 and also signed its agreement for the Landlord to retain \$300.00 of the security deposit and \$300.00 of the pet deposit. The

Landlord retained the authorized amount and returned the remaining \$1,000.00 to RD by e-transfer on October 25, 2020.

The Tenant states that it did not agree to the retention of any portion of the security and pet deposits and that the RD gave its agreement without the Tenant's consent. The Tenant claims return of the retained amount of \$600.00.

It is noted that the Tenant was then given an oral decision on the claim for the return of the security deposit as set out below whereupon the Tenant directed unsettling comments in relation to the Landlord's health and life and immediately disconnected from the hearing. The Landlord expressed great dismay at the comments and stated that this Tenant moved out of the unit 5 years before RD ended the tenancy. The hearing ended shortly thereafter.

#### Analysis

Section 38(4)(a) of the Act provides that a landlord may retain an amount from a security deposit or a pet damage deposit if, 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. Co-tenants have equal rights under the tenancy agreement. As the DH was a tenant under the tenancy agreement, I find that the Landlord was rightfully authorized by DH to retain the portions of the pet and security deposit as done. The Tenant therefore has not substantiated that it is entitled to return of any security or pet deposit, and I dismiss this claim.

As the Tenant did not provide evidence or pursue its claim for compensation, I dismiss this claim without leave to reapply. As the claims for the Tenant have not been successful, I decline to award recovery of the filing fee and in effect the application is dismissed in its entirety.

Conclusion

The application is dismissed.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: February 19, 2021

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Residential Tenancy Branch