



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Municipal Affairs

## DECISION

Dispute Codes      MNDCL-S, LRSD, FFL, MNSD, FFT

### Introduction

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

- a monetary order for money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement, pursuant to section 67;
- authorization to retain the tenant's security deposit in partial satisfaction of the monetary order requested, pursuant to section 38; and
- authorization to recover the filing fee for its application from the tenant, pursuant to section 72.

This hearing also dealt with the tenant's cross-application pursuant to the *Act* for:

- authorization to obtain a return of all or a portion of their security deposit pursuant to section 38; and
- authorization to recover the filing fee for its application from the tenant, pursuant to section 72.

### Issue(s) to be Decide

Is the landlord entitled to a monetary order as claimed as compensation?

Is the landlord entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested?

Is the landlord entitled to recover the filing fee for this application from the tenant?

Is the tenant entitled to the return of her security deposit?

Is the tenant entitled to recover the filing fee for this application from the landlord?

### Background and Evidence

Both parties agreed to the following. The tenancy began on May 15, 2024 and ended on April 30, 2025. The monthly rent of \$1,800.00 was due on the first of the month. At the outset of the tenancy, the Tenants paid a security deposit of \$900.00. Both parties agreed that \$450.00 was paid to SK's co-tenant and that the Landlord holds the remaining \$450.00.

JD testified that he received notice on April 7, 2025 from SK's co-tenant that he would be moving out at the end of April. JD testified that despite the short notice, the Landlord had a verbal discussion with the co-tenant and accepted the short notice and returned his half of the security deposit to him. JD testified that SK was not clear with her intentions as to whether she would be moving on as well or if she wished to remain in the unit alone or obtain a new roommate.

JD testified that SK was not definitive in her intentions until April 21, 2025. JD testified that due to the late notice, the Landlord has withheld her half of the deposit; \$450.00 as compensation. JD testified that if SK had been firm in her intentions on April 7, 2025, the Landlord would have returned her deposit, and this hearing wouldn't be necessary.

SK testified that since her co-tenant gave notice to end the tenancy, she did not need to give notice in accordance with the Act. SK testified that since her co-tenant was entitled to give short notice and receive his full share of the deposit, she should be afforded the same.

### Analysis

Residential Tenancy Policy Guideline 13 addresses the issue before me as follows:

*In a monthly or periodic tenancy, when a tenant serves the landlord with a written notice to end tenancy, the effective date of the notice must be at least one month after the landlord receives the notice and on the day before rent is due. If the tenant gives proper notice to end the tenancy, the tenancy agreement will end on the effective date of that notice and all tenants must move out, even where the notice has not been signed by all tenants. When a tenant has ended the tenancy by giving written notice, all co-tenants remain responsible for meeting the terms of the tenancy agreement until the effective date of the notice. Co-tenants wishing to remain in the rental unit after a notice to end the tenancy has been*

*given should discuss the situation with the landlord. If the landlord agrees to the tenant staying, the landlord and tenant must enter into a new written tenancy agreement.*

Although no official written notice to end tenancy was given, JD confirmed that the Landlord accepted that the tenancy was to end on April 30, 2025, for the co-tenant. As such, the tenancy ended for all parties under the same signed agreement. Based on the above, I find that the Landlord accepted that the tenancy ended for all parties on April 30, 2025 and that the Tenant is entitled to the return of her \$450.00 security deposit and the \$10.39 of accrued interest. The Tenant is also entitled to the recovery of the \$100.00 filing fee for this application.

As the Landlord has not been successful in this application, their application is dismissed in its entirety without leave to reapply.

#### Conclusion

The Tenant is entitled to a monetary order of \$560.39.

The Landlords application is dismissed in its entirety 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: August 18, 2025

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Residential Tenancy Branch