



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, FF

### Introduction

This matter dealt with an application by the Occupant for the return of a security deposit.

The Occupant said she served the Landlord with the Application and Notice of Hearing (the “hearing package”) by registered mail on April 26, 2012. Based on the evidence of the Occupant, I find that the Landlord was served with the Occupant’s hearing package as required by s. 89 of the Act and the hearing proceeded with both the Landlord and the Occupant in attendance.

### Issues(s) to be Decided

1. Is the Applicant entitled to the return of the security deposit?

### Background and Evidence

This tenancy started on December 1, 2004 with the Tenant T.L. as a month to month tenancy. The tenancy ended March 31, 2012. Rent was \$700.00 per month payable in advance of the 1<sup>st</sup> day of each month. The Landlord said the tenant T.L. paid a security deposit of \$317.50 on December 1, 2004.

The Landlord said the applicant was not part of the tenancy agreement with the original tenant T.L.; therefore she is an occupant and he has no responsibility to return the security deposit to her. The Landlord continued to say he sent the security deposit and interest in the amount of \$328.74 on April 9, 2012 to the tenant T.L. at the address that the tenant T.L. told him to send the security deposit to. Neither the tenant nor the Occupant picked up the cheque so the cheque was returned to the Landlord. The Landlord said he then gave the cheque to the mail man as the Landlord said the mail man said there was a forwarding address in place. The Landlord said the cheque came back again as “moved address unknown”.

The Landlord said there is no problem returning the security deposit and interest to the tenant T.L., but he is not returning the security deposit to someone he does not have a contract with namely the Occupant.

The Occupant said when she moved in with the tenant T.L. there was no documentation, but she believed she was a tenant because the property manager knew that she had moved in. The Occupant continued to say that she paid her rent to the tenant T.L. as the Property Manager only wanted one cheque for the rent payment. The Occupant supplied rent receipts with both the tenant T.L. and her name on the receipts. The Occupant said she just wants the Landlord to send the security deposit cheque to her or to the tenant T.L.

The Landlord said he would send a new security deposit cheque to the tenant T.L. after he cancels the previous cheque. The Landlord continued to say he will send a new cheque to the tenant T.L. by May 18, 2012 and the tenant T.L. should receive it by May 25, 2012. The Landlord confirmed the address of the tenant T.L. with the Occupant.

## Analysis

The Applicant has not proven that she was a tenant, but only established that she was an occupant in the rental unit. The Applicant has not provided a tenancy agreement, a tenancy amendment or any other document that shows there was a tenancy agreement between her and the Landlord. As well the applicant said she paid her rent to the tenant T.L. and then the tenant T.L. would pay the Landlord. I find the Applicant is not the tenant in this tenancy. Consequently as the Applicant has not established grounds to show that there was a tenancy agreement between the Applicant and the Landlord, I dismiss the Applicant's application without leave to reapply. The Applicant may consider contacting the tenant T.L. for information about the security deposit and the tenant T.L. may consider making an application if she chooses to do so.

As the Applicant has been unsuccessful in this matter I order the Applicant to bear the \$50.00 cost of this application that the Applicant has already paid.



# Dispute Resolution Services

Page: 3

Residential Tenancy Branch  
Office of Housing and Construction Standards

## Conclusion

I dismiss the Applicant's application without leave to reapply as the Applicant has not proven that there was a tenancy agreement between the Applicant and the Landlord.

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*.

---

Dispute Resolution Officer