



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MNSD, MNDC, FF*

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* for a monetary order for the return of rent, for the return of the security deposit and for compensation for having been locked out. Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The tenant acknowledged receipt of evidence submitted by the landlord. Both parties gave affirmed testimony.

Issues to be decided

Is the tenant entitled to return of rent, return of the security deposit and compensation?

Background and Evidence

The tenancy started on December 01, 2016. A tenancy agreement was filed into evidence. The monthly rent was \$1,800.00 payable on the first of the month. At the start of the tenancy, the tenants paid a security deposit in the amount of \$900.00.

The rental unit is a self-contained suite located on the upper two floors of the rental home. The basement has a suite that is rented out separately.

The rental agreement was signed by two tenants – DB (applicant) and MM (witness for the landlord). The tenants moved into the rental home but started having problems with each other. DB stated that after a falling out with MM, they stopped talking to each other.

On July 10, 2017, DB received a text message from MM informing her that the locks were changed and that she would have to contact MM if she wanted access to the rental unit.

MM testified that DB's boyfriend had threatened her over the phone and accordingly she contacted the RCMP and followed their instructions to change the locks and have DB move out.

DB was not able to return to the rental unit because she did not have a key. DB removed her belongings from the rental unit by July 16, 2017. DB stated that she had paid rent for July and therefore wanted prorated rent for the balance of the month of July to be returned to her.

DB also wanted the landlord to compensate her with three months' rent for being locked out of the rental unit. The landlord denied having changed the locks. The tenant is also claiming the return of her portion of the security deposit.

The landlord stated that MM instructed her to keep the security deposit in lieu of rent for the last half month of tenancy. MM agreed that she had received rent free stay in return for the landlord keeping the security deposit.

The tenant is claiming the following:

| | | |
|----|------------------------------|-------------------|
| 1. | Return of security deposit | \$450.00 |
| 2. | Return of rent for July 2017 | \$464.52 |
| 3. | Compensation | \$2,700.00 |
| | Total | \$3,614.52 |

Analysis

Section 13 of the *Residential Tenancy Policy Guideline* clarifies the rights and responsibilities relating to multiple tenants renting premises under one tenancy agreement. Co-tenants are two or more tenants who rent the same property under the same tenancy agreement. Co-tenants are jointly responsible for meeting the terms of the tenancy agreement. Co-tenants are jointly and severally liable for any debts or damages relating to the tenancy. This means that the landlord can recover the full amount of rent, utilities or any damages from all or any one of the tenants.

The responsibility falls to the tenants to apportion among themselves the amount owing to the landlord.

Regardless of who paid the security deposit, any tenant who is a party to the tenancy agreement to which the deposit applies may agree in writing to allow the landlord to keep all or part of the deposit for unpaid rent or damages.

In this case the tenants DB and MM rented the same property under the same tenancy agreement and accordingly they fit the definition of co-tenants. As stated above co-tenants are jointly or severally liable for any debts or damages relating to the property and regardless of who paid the security deposit, a tenant who is party to the tenancy agreement may agree to allow the landlord to keep all or part of the deposit towards unpaid rent.

The landlord and one of the co-tenants MM agreed that the landlord was given permission by MM to retain the deposit. Therefore the responsibility falls to the tenants to apportion among themselves amounts owed to each other. Accordingly, DB must communicate with MM to discuss the return of the deposit.

Both tenants agreed that the locks were not changed by the landlord. Therefore the landlord did not lock the tenant out. Accordingly the tenant is not entitled to the prorated return of rent for July nor is the tenant entitled to compensation for being locked out.

Conclusion

The tenant's claim is dismissed in its entirety.

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: January 10, 2018

Residential Tenancy Branch