Residential Tenancies Tribunal

Application 2025-1138-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 21-January-2026 at 1:57 pm.

2. The applicant, [redacted], hereinafter referred to as the tenant, attended by teleconference.

3. The respondent, [redacted], hereinafter referred to as the landlord, also attended via teleconference.

Preliminary Issues

4. The landlord acknowledged they were properly served.

Issues before the Tribunal

5. What is the proper disposition of the security deposit?

Legislation and Policy

6. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act,* 2018 (the *Act*).

Issue 1: Security Deposit

<u>Background</u>

7. The tenant began renting the premises on or about early August 2024 as one of three joint tenants. They divided the rent equally between them for the duration of the tenancy. The tenant paid a $875.00 security deposit and the other tenants paid $575.00, according to her testimony. The tenant moved out on 7-November-2025 without providing a termination notice, though she did discuss the move out with the landlord via text. A new joint tenancy agreement was signed effective 1-January-2026 between the landlord, the two other tenants, and a new tenant.

Tenant's Position

8. The tenant seeks the return of the $875.00 she paid towards the security deposit. She vacated the premises and said she left no damages.

Landlord's Position

9. The landlord is opposed to the return of the security deposit as he says the tenant caused damages. He says he originally made a claim for damages but discontinued it after he was informed by one of the Residential Tenancies Officers that he could not make a claim against a single tenant of three joint tenants and that the dispute was a civil matter between tenants, not a landlord tenant issue.

Analysis

10. When three tenants make a single rental agreement at the same time with the same landlord, this creates a joint tenancy. If separate agreements were made between the landlord and each tenant, that would be instead a tenancy in common. When agreeing to a joint tenancy, each tenant is responsible for obligations of the others. For instance, all three tenants may be held responsible for damages caused by one of them. In turn, the others may have a claim against the one who caused the damages, but that would be a separate civil matter and not a landlord-tenant matter.

11. In the present case, three tenants formed a joint tenancy with the landlord. This tenancy was never severed, but the tenant's obligations were effectively assigned to a new tenant (as per s. 10, statutory condition 3 of the *Act*) with the landlord's written permission provided by SMS text message.

12. In an assignment, the tenancy agreement has not ended, and the landlord still holds the security deposit in trust as an asset of the tenants. If the tenant in this case has a claim for the portion of the security deposit she provided, it is against the current tenants and not the landlord.

Decision

13. The tenant's claim for a return of security deposit fails.

Summary of Decision

14. The tenant's claim fails.

[redacted]

5-February-2026
Date

Seren Cahill
Residential Tenancies Office