



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, FF

### Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

### Issue(s) to be Decided

This is a request for a monetary order in the amount of \$740.00 and a request for recovery of the \$50.00 filing fee.

### Background and Evidence

The applicant testified that:

- The landlord has not returned the full security deposit.
- He paid a security deposit of \$370.00 however landlord only returned \$150.32, and although the cheque was mailed on February 11, 2011, he did not receive it until February 18, 2011.
- On the day he moved out he signed an agreement allowing the landlords to keep \$219.68 of the security deposit, however he only signed the agreement because

he felt the building managers were being rude and aggressive, insisting that the unit was still dirty, and since he is an easy-going guy he decided to sign the agreement to avoid any dispute.

- Although he agreed to the deductions he does not believe that they were fair and therefore he is now requesting an order for double his security deposit, plus the filing fee he paid for this dispute resolution hearing.

### Analysis

The Residential Tenancy Act allows a landlord to keep any portion of the security deposit for which the tenant has given his written permission to do so. In this case the tenant did give his written permission for the landlords to keep \$219.68 of the security deposit.

The tenant argued that he only signed the agreement because the landlords were aggressively insisting that the unit was not clean; however if the landlord believes the unit is not as clean as it should be, they do have the right to say so and I would not consider this to be undue pressure upon the tenant to sign an agreement to keep a portion of the deposit.

Therefore, since the tenant did sign the agreement, the landlords did have the authority to retain \$219.68 of the security deposit.

Further although the tenant did not receive the remainder of the security deposit until February 18, 2011, the landlord mailed the deposit on February 11, 2011.

It is my decision that since the landlords mailed the deposit well within the 15 day time limit required under the Residential Tenancy Act, the landlords have complied with their obligations.

Therefore it is my decision that the applicant has not established any claim against the landlords

Conclusion

This application is dismissed in full 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: June 10, 2011.

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Residential Tenancy Branch