



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with an application by the landlord seeking an order to retain the security deposit in partial satisfaction of the claim. Both parties participated in the conference call hearing.

Issue to be Decided

Is the landlord entitled to retain the security deposit?

Background, Evidence

The tenancy began on September 1, 2010 and ended on April 30, 2011. The tenants were obligated to pay \$3000.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$2000.00 security deposit.

The landlord testified to the following; she rented the unit to four students, collected \$500.00 from each student to make it fair for all of them, they left the unit damaged and dirty, the three other tenants have relinquished their share of the security deposit to the landlord, the \$2517.11 sought by the landlord on her application was to show the cost to clean and repair the rental unit and was for reference purposes only and that the landlord's monetary claim is to seek the remaining \$500.00 from the subject tenant.

The tenant's father appeared as agent for the subject tenant and gave the following testimony; doesn't feel his daughter should have to pay anything as there was no move in or move out condition inspection conducted by the landlord and that the landlord took a larger than normal security deposit.

Analysis

The landlord provided some documentary evidence for this hearing as well as some photos. Neither was helpful or relevant. The photos were of a poor quality and the documents were not of any assistance. The landlord did not dispute that she did not conduct a formal and written move in or move out condition inspection report. She did state that she had done a “walk thru” at the beginning of the tenancy.

The landlord has failed to satisfy me that she is entitled to retain the security deposit for the following reason; Section 19(1) of the Residential Tenancy Act states: A landlord must not require or accept either a security deposit or a pet damage deposit that is greater than the equivalent of ½ of one month’s rent payable under the tenancy agreement.

In her own testimony the landlord advised that she has already retained the maximum allowable deposit. I asked the landlord if she was aware that she collected an amount of security deposit that exceeded the amount allowed under the Act and her response to me was “I do now”.

The landlord has been unsuccessful in her application.

Conclusion

The landlords’ application is dismissed.

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: November 14, 2011.

Residential Tenancy Branch