



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding UPTOWN CONSULTING  
and [tenant name suppressed to protect privacy]

## **INTERIM DECISION**

Dispute Codes      MND, MNSD, MNDC, FF

### Introduction

This hearing was convened in response to joint applications filed by both the landlord and the tenants.

The landlord is seeking:

1. A monetary Order for damages;
2. An Order to be allowed to retain the security deposit; and
3. Recovery of the filing fee paid for this application.

The tenants are seeking:

1. A monetary Order for damages;
2. Recovery of their security deposit; and
3. Recovery of the filing fee paid for this application.

Both parties appeared at the hearing and gave evidence under oath. This Interim Decision is with respect to the excess security deposit only. All other matters have been adjourned to May 7, at 1:30 p.m. Notices of Hearing with respect to the reconvened hearing date are enclosed.

### Issue(s) to be Decided

Have the tenants paid an excess deposit?

### Background and Evidence

The parties agree that the rent for the unit was \$3,100.00 per month and that the tenants paid a security and pet deposit of \$9,300.00.

The landlord states that the additional deposit was required because the rental unit is furnished.

### Analysis

The *Residential Tenancy Act* governs security and pet deposits, with respect to the payment of deposits, the Act states:

#### **Limits on amount of deposits**

**19** (1) A landlord must not require or accept either a security deposit or a pet damage deposit that is greater than the equivalent of 1/2 of one month's rent payable under the tenancy agreement.

(2) If a landlord accepts a security deposit or a pet damage deposit that is greater than the amount permitted under subsection (1), the tenant may deduct the overpayment from rent or otherwise recover the overpayment.

#### **Landlord prohibitions respecting deposits**

**20** A landlord must not do any of the following:

(a) require a security deposit at any time other than when the landlord and tenant enter into the tenancy agreement;

(b) require or accept more than one security deposit in respect of a tenancy agreement;

And:

(d) require or accept more than one pet damage deposit in respect of a tenancy agreement, irrespective of the number of pets the landlord agrees the tenant may keep on the residential property;

Based on rent of \$3,100.00 the tenants should have paid a security deposit of no more than \$1,550.00 and a pet deposit of no more than \$1,550.00 for total deposits of \$3,100.00. However the parties agreed that the tenants paid a deposit of \$9,300.00 which the landlord still holds. While the landlord submits that this rental unit was furnished and this additional deposit is in respect of the furnishings, the Act does not allow for deposits except as set out above.

I find that the landlord has contravened the Act in demanding a deposit in excess of that allowed under the Act and I Order the landlord to return the sum of \$6,200.00 to the tenants forthwith.

The tenants are provided with an Order in the above terms and the landlord must be served with a copy of this Order as soon as possible. This is a final and binding Order as any Order of the Provincial Court of British Columbia.

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: April 04, 2013

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Residential Tenancy Branch