



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Rancho Management Services  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNSD FF

### Introduction

This hearing was convened as a result of the tenant's application for dispute resolution seeking remedy under the *Residential Tenancy Act* (the "*Act*"). The tenant applied for the return of double her security deposit, and requested the recovery of her filing fee.

The tenant and agent for the landlord (the "agent") appeared at the teleconference hearing and gave affirmed testimony. During the hearing the parties presented their evidence. A summary of their testimony is provided below and includes only that which is relevant to the hearing.

The parties confirmed that they received evidence from the other party and that they had the opportunity to review that evidence prior to the hearing. I find the parties were sufficiently served under the *Act*.

### Preliminary and Procedural Matter

At the outset of the hearing, the agent for the landlord requested to have his personal name removed from the tenant's application and replaced with the name of the agent management company and the name of the landlord that the agent management company represents. The tenant agreed to amend their application. As a result, the agent's personal name was removed from the application and was replaced with the agent management company name and the name of the landlord.

### Issue to be Decided

- Is the tenant entitled to the return of double their security deposit under the *Act*?

### Background and Evidence

A fixed term tenancy began on July 15, 2011 and reverted to a month to month tenancy after July 31, 2012. Monthly rent in the amount of \$650.00 was due on the first day of each month. A security deposit of \$325.00 was paid by the tenant at the start of the tenancy.

The parties agree that the tenancy ended on January 31, 2013 when the tenant vacated the rental unit. The parties also agreed that a verbal agreement was made in January 2013 that the tenant could move out on January 31, 2013 providing late notice under the *Act*, if she surrendered her security deposit to the landlord. The tenant confirms that she agreed. The tenant testified that she has since changed her mind and is seeking the return of double her security deposit under the *Act*.

### Analysis

Based on the documentary evidence and the undisputed testimony provided during the hearing, and on the balance of probabilities, I find the following.

**Tenants' claim for the return of double the security deposit** – The tenant confirmed during the hearing that she provided late notice under the *Act* on January 3, 2013 and that she agreed to the landlord's proposal to surrender her security deposit of \$325.00 by not requiring the tenant to provide proper notice under the *Act*.

The parties confirmed that this agreement was made verbally and did not dispute this agreement. **I find** that once the tenant made the agreement with the landlord to surrender her security deposit to end the tenancy on January 31, 2013, the security deposit was already surrendered by the tenant.

**I find** that it would be prejudicial to the landlord for the tenant to surrender her security deposit and then to later request double her security deposit under the *Act*, once that deposit has been surrendered. **I find** the tenant has provided insufficient evidence that she is entitled to double her security deposit under section 38 of the *Act*. Therefore, **I dismiss** the tenant's application in full, due to insufficient evidence. The tenant confirmed during the hearing that she verbally agreed to surrender her security deposit to the landlord so that she could vacate the rental unit without proper notice under the *Act*.

As the tenant's application did not have merit, **I do not grant** the tenant the recovery of the filing fee.

Conclusion

I dismiss the tenant's application without leave to reapply, due to insufficient evidence.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: May 15, 2013

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Residential Tenancy Branch

