



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION ON REQUEST FOR CLARIFICATION

Dispute codes: MNSD

The applicant has requested a clarification to the Residential Tenancy Branch decision dated May 3, 2013

Section 78 of Residential Tenancy Act enables the Residential Tenancy Branch to clarify a decision or order.

The applicant requests clarification of my finding that the tenant did not agree in writing that the landlord could retain any portion of the security deposit. Specifically, the applicant landlord indicated that he had submitted evidence, in the form of text messages, which showed that the landlord and the tenant had signed a mutual agreement to end tenancy contingent upon the landlord retaining \$125 from the security deposit.

The landlord did not submit a copy of any written document showing that the tenant had signed a written agreement allowing the landlord to retain a specific amount of the security deposit. The text messages between the landlord and the tenant indicate a form of electronic “discussion” between the parties, and as such they do not amount to an agreement in writing that the landlord may retain any portion of the security deposit.

This clarification 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, 2013

Residential Tenancy Branch