



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Raamco Int'l Propr Canadian Ltd  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDC, MNSD, FF

### Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order for return of double the security deposit - Section 38;
2. A Monetary Order for compensation – Section 67; and
3. An Order to recover the filing fee for this application - Section 72.

The Tenant and Landlord were each given full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the Tenant entitled to return of the security deposit?

### Background and Evidence

The tenancy began on October 1, 2012 for a fixed term to September 30, 2013. At the outset of the tenancy, the Landlord collected a security deposit from the Tenant in the amount of \$568.00. The Parties mutually conducted a move-in inspection with report completed. The tenancy ended on February 28, 2013 and the Tenant signed the move-out inspection report authorizing deductions from the security deposit.

The Tenant states that prior to signing this authorization, the Tenant sent the Landlord a letter informing the Landlord that there would be no authorization for a deduction from the security deposit. The Tenant states that he later signed the authorization out of

naivety and believed he was signing only his agreement on the condition of the unit. The Landlord states that the Tenant was fully informed of the implications of signing the authorization before, during and after signing the authorization. The Landlord provided copies of email correspondence in relation to the signing of the move-out report and authorization.

### Analysis

Section 38 of the Act provides that a landlord may retain an amount from a security deposit if at the end of a tenancy the tenant agrees in writing the landlord may retain the amount to pay a liability or obligation of the tenant. Although the Tenant states that he naively signed the authorization for the Landlord to deduct liabilities from the security deposit, I find the Landlord's email evidence of informing the Tenant in advance of signing the authorization and the authorization itself to be very clear. As a result, and given the Tenant's signed authorization, I find that the Tenant has no basis to claim return of the security deposit. I therefore dismiss the Tenant's application.

### Conclusion

The Tenant's 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 Act.

Dated: June 25, 2013

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Residential Tenancy Branch