



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, FF

### Introduction

The tenant applies for the return of the entire tenant's security deposit.

### Issue(s) to be Decided

Is the tenant entitled to the return of the entire security deposit?

### Background and Evidence

This tenancy began on December 31, 2012 and ended July 31, 2013. A security deposit of \$525.00 was paid on December 29, 2012.

At the end of the tenancy (on August 1, 2013) an inspection of the premises occurred. A condition inspection report was completed which stated the tenant was liable for several costs, totaling \$154.00. The tenant signed the report, specifically agreeing that the landlord could retain \$154.00 from the deposit. The balance of the deposit was given to the tenant. The tenant now submits she should not be held to her agreement, as some of the amounts are unfair. For example, she feels she should not be responsible for the charge for \$10.00 for burned out light bulbs, or for the charge for the landlord's lost wages.

The landlord submits his estimate for carpet cleaning was in fact \$120.00 too low, that the tenant was liable to replace burned out bulbs, and that he made a special trip to accommodate the tenant, and conduct the inspection a day later than was originally scheduled. He submits the tenant should be held to her agreement, otherwise he will need to file a claim for the true costs.

The tenant testified she provided her forwarding address to the landlord, and texted the postal code to him. The landlord denies receiving the text with the postal code.

### Analysis

In most situations, section 38(1) of the Act requires a landlord, within 15 days of the end of the tenancy or the date on which the landlord receives the tenant's forwarding address, to either return the deposit or file an application to retain the deposit. If the landlord fails to comply with section 38(1), then the landlord may not make a claim against the deposit, and the landlord must pay the tenant double the amount of the security deposit (section 38(6)).

Section 38(4)(a) however, provides that a landlord may retain an amount from a deposit, if at the end of the tenancy, the tenant agrees in writing the landlord may retain the amount to pay a liability or obligation of the tenant.

The tenant's testimony does not establish that she was coerced into signing the condition inspection report, and the agreement to the deduction of \$154.00 from her deposit. I accept that the signing of the report by the tenant, even though made under time constraints, represents a written agreement that the landlord may retain the deposit. I further find that the tenant has not proven that she provided a full forwarding address (including postal code) in writing.

In summary, the tenant is found to have agreed in writing that the landlord retain a portion of the deposit, and the tenant is found to have failed to provide a forwarding address in writing to the landlord. For these reasons, the tenants' application to recover the balance of her security deposit from the landlord is dismissed.

#### Conclusion

The tenant's claim 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, 2013

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Residential Tenancy Branch