



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Skyline Apartments
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD

Introduction

This hearing was convened by way of conference call in response to the tenant's application for a Monetary Order to recover the security deposit.

The tenant, a person to assist the tenant and the landlord's agent attended the conference call hearing. The parties gave sworn testimony. The landlord provided documentary evidence to the Residential Tenancy Branch and to the other party in advance of this hearing. All evidence and testimony of the parties has been reviewed and are considered in this decision.

Preliminary Issues

The parties advised me there was an error in the name of the landlord's agent. The landlord's agent explains that there is no one by this name working for the landlord. The landlord's agent explains that the tenant has used this name in error. The parties did not raise any objections to the error being corrected and this has now been amended on the style of cause.

Issue(s) to be Decided

Is the tenant entitled to a Monetary Order to recover the security deposit?

Background and Evidence

The parties agree that this tenancy started on January 01, 2013. Rent for this unit was \$735.00 per month and was due on the 1st day of each month. The tenant paid a security deposit of \$367.50 at the start of the tenancy. The tenancy ended on April 30, 2013. Both parties attended a move in and move out inspection of the rental unit.

The tenant seeks to recover the balance of the security deposit not returned by the landlord. The landlord returned \$77.50 on May 15, 2013. The tenant seeks to recover the balance kept of \$290.00.

The landlord's agent testifies that the tenant's son in law who completed the move out inspection on behalf of the tenant signed the deduction sheet to agree the landlord could make the deductions for \$290.00. This amount was shown on the deduction sheet as \$90.00 for carpet cleaning and \$200.00 for early termination of the tenancy. As the tenant's representative agreed in writing that the landlord could make these deductions the balance of \$77.50 was returned to the tenant.

The tenant testifies that he was not aware his son in law had agreed to these deductions.

Analysis

Section 38(1) of the *Act* says that a landlord has 15 days from the end of the tenancy agreement or from the date that the landlord receives the tenants forwarding address in writing, whichever is the later date, to either return the security deposit to the tenant or to make a claim against it by applying for Dispute Resolution. If a landlord does not do either of these things and does not have the written consent of the tenant to keep all or part of the security deposit then pursuant to section 38(6)(b) of the *Act*, the landlord must pay double the amount of the security deposit to the tenant.

Based on the above and the evidence presented I find that the landlord did receive the tenants forwarding address in writing on April 24, 2013 and as the tenant had paid rent up to April 30, 2013 the tenancy ended on that day. I also find a representative for the tenant had agreed in writing that the landlord could deduct \$290.00 from the security deposit. As a result, the landlords had until May 15, 2013 to return the balance of the tenant's security deposit of \$77.50. The landlord did this on the 15th day. As the landlord had written permission to keep part of the security deposit the tenant's application to recover this amount is therefore denied.

Conclusion

The tenant's application is dismissed without leave to reapply

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 04, 2013

Residential Tenancy Branch

