



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

Dispute Codes:

MNSD

Introduction

This hearing was scheduled in response to the tenant's Application for Dispute Resolution, in which the tenant has made application for a monetary Order for return of double a \$700.00 security deposit.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing.

Preliminary Matters

The landlord submitted 5 pages of evidence which was delivered to the tenant's service address mail box in February, 2014. The tenant said she did not receive that mail. The evidence was set aside and the landlord was at liberty to provide oral testimony.

At the start of the hearing the parties each affirmed and stated that they did not have anyone with them. Toward the end of the hearing I could hear a male who was present with the tenant.

Issue(s) to be Decided

Is the tenant entitled to return of double the security deposit paid?

Background and Evidence

There was no dispute that the tenancy commenced on May 1, 2011. A security deposit in the sum of \$600.00 was paid; not the \$700.00 indicated on the application. Rent was paid directly by a government ministry.

A move-in condition inspection report was completed.

On May 31, 2012 the tenant vacated and a move-out inspection report was completed. The tenant said the landlord would not let her husband accompany her during the inspection. The tenant confirmed she signed the report agreeing to a \$250.00 deduction from the deposit, but she felt trapped and pressured to sign the document, as she is disabled. The tenant could not explain why she signed, or what the nature of her disability was that would cause her to sign a document when she could have refused to do so. The tenant provided her written forwarding address on the report.

The landlord said the tenant's husband was present during the inspection, that he was very vocal and swearing. She said she did not refuse to allow him to be present.

Within fifteen days the landlord returned the balance of the security deposit to the government ministry that had been paying the rent. She asked a worker with the ministry who should receive the refund and was told either the tenant or the ministry could accept the refund.

The tenant confirmed that once she received the deposit balance she would have been required to submit that balance to the government ministry that had been paying her rent and had originally issued the deposit payment.

Analysis

Section 38(1) of the Act determines that the landlord must, within 15 days after the later of the date the tenancy ends and the date the landlord received the tenant's forwarding address in writing, repay the deposit or make an application for dispute resolution claiming against the deposit. If the landlord does not make a claim against the deposit paid, section 38(6) of the Act determines that a landlord must pay the tenant double the amount of security deposit.

From the evidence before me I find that the tenant was under no duress that resulted in her having to sign a document. There was no evidence any kind of threat made the landlord and I find, in fact that the tenant's husband was present.

I find that the landlord did return the balance of the deposit owed to the government ministry, who acted as agent for the tenant in paying the rent and providing the security deposit. It was a somewhat unconventional choice for the landlord to have made; however, the tenant has confirmed she would have had to surrender the deposit to the government ministry, so I cannot find that she has suffered any loss.

Therefore, as the security deposit was returned within fifteen days of the date the written address was given, I find that the tenants' application is dismissed.

I note that the tenant claimed double a security deposit of \$700.00; \$100.00 more than the amount of deposit paid. Further, the tenant's application ignored the fact she had agreed to deductions from the deposit, in accordance with the Act. Given these inconsistencies and the absence of any evidence to support the allegation of duress, I must question the credibility of the tenant's submissions.

Conclusion

The 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 *Residential Tenancy Act*.

Dated: May 16, 2014

