



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD FF

### Introduction

This hearing dealt with an application by the tenant for recovery of the balance of his security deposit. The tenant and the landlord participated in the teleconference hearing.

At the outset of the hearing the tenant confirmed that he received the landlord's evidence. The landlord stated that she received the notice of the hearing, but did not receive the tenant's application. However, the landlord did submit evidence in response to what she correctly guessed was the basis for the tenant's application, which was the portion of the security deposit that the landlord withheld. The landlord stated that she was prepared to proceed with the hearing on that date, and I therefore proceeded.

Both parties were given full opportunity to give testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

### Issue(s) to be Decided

Is the tenant entitled to recovery of the balance of his security deposit?

### Background and Evidence

The tenancy began on February 15, 2012. At the outset of the tenancy the tenant paid the landlord a security deposit of \$1600 and a pet deposit of \$1600. The tenancy ended on March 2, 2014. On March 3, 2014 the tenant signed the condition inspection report, in which he granted the landlord the authority to retain \$630. The landlord returned the balance of the security and pet deposits to the tenant.

The tenant stated that he signed the report under duress. The tenant stated that the landlord threatened that if the tenant did not agree to the \$630 deduction the landlord would hold all of the security and pet deposits and make an application for dispute resolution.

The landlord's response was that she showed the tenant the contractor invoice for fixing damage in the unit, and the tenant agreed in writing that the landlord could retain \$630 of the security deposit.

### Analysis

I do not accept the tenant's submission that he gave the landlord written consent to retain \$630 under duress. While the tenant may have felt pressured to give written consent so that he could receive the balance of his deposits without delay, the landlord was within her right under the Act to retain part or all of the deposits and make an application to keep the deposits.

I find that the tenant of his own free will provided the landlord with written authorization to retain \$630 of the security deposit, and the tenant is not entitled to recovery of this amount.

### 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 *Residential Tenancy Act*.

Dated: July 15, 2014

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Residential Tenancy Branch

