



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served by mailing, by registered mail to where the landlord resides. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issue to be decided is whether the tenant is entitled to the return of the security deposit/pet deposit?

Background and Evidence

The parties entered into a written tenancy agreement that provided that the tenancy would start on July 7, 2009. The rent was \$715 per month payable on first day of each month at the time the tenancy ended. The tenant(s) paid a security deposit of \$325 on July 11, 2009.

The tenancy ended on February 1, 2015.

The tenant(s) provided the landlord with her their forwarding address in writing on June February 1, 2015.

The landlord testified the tenant is not entitled to the return of her security deposit because she agreed in writing that the landlord could retain it. Further, the tenant failed to properly clean the rental unit and it cost the landlord over \$500 to properly clean the rental unit.

The tenant responded acknowledging she agreed that the landlord could keep the security deposit but that she was unaware of her legal rights at the time she signed the agreement. Further, she testified that she did not cause any damage that exceeded reasonable wear and tear. Finally, she is disabled and did the best she could to clean the rental unit. She was unaware her friends failed to clean the outside.

The Law:

The Residential Tenancy Act provides that a landlord must return the security deposit plus interest to the tenants within 15 days of the later of the date the tenancy ends or the date the landlord receives the tenants forwarding address in writing unless the parties have agreed in writing that the landlord can retain the security deposit, the landlord already has a monetary order against the tenants or the landlord files an Application for Dispute Resolution within that 15 day period. It further provides that if the landlord fails to do this the tenant is entitled to an order for double the security deposit.

Analysis

After carefully considering the disputed evidence I determined the tenant agreed in writing with the landlord that the landlord can retain the security deposit. There is insufficient reason why that contract should be set aside. Ignorance of a person's legal rights is not an adequate reason to set aside a agreement such as this. The landlord relied on this agreement and did not file a claim. Further, I am satisfied that had the

landlord filed a claim she would have been entitled to a monetary order that exceeded the amount of the security deposit.

As a result I ordered that the Application to recover the security deposit be dismissed without leave to re-apply.

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 19, 2015

Residential Tenancy Branch

