



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD

### Introduction

On August 24, 2015, the tenant's application for dispute resolution was heard and the tenant was granted a monetary order for double the security deposit.

On September 23, 2015, the landlord made an application for review consideration, which on September 24, 2015, was granted on the basis of fraud. The Arbitrator ordered the parties to participate in a limited review hearing, and the original decision was suspended.

On February 1, 2015, the parties participated in the limited review hearing. The Arbitrator dismissed the tenant's application and the original decision and monetary order made on August 28, 2015, were set aside.

On February 19, 2015, the tenant made an application for review consideration which on February 25, 2015, was granted on the basis that the tenant was unable to attend. The Arbitrator ordered the parties to participate in a new hearing.

The Arbitrator at the new hearing may confirm, vary or set aside the original decision.

This new hearing dealt with an Application for Dispute Resolution by the tenant for the return of the security deposit.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

The parties confirmed receipt of all evidence submissions and there were no disputes in relation to review of the evidence submissions.

### Issue to be Decided

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

### Background and Evidence

The tenancy began on May 1, 2014. Rent in the amount of \$1,000.00 was payable on the first of each month. A security deposit of \$500.00 was paid by the tenant.

The parties agreed that the only issue for me to determine is whether or not the tenant gave the landlord written permission to keep the security deposit. Filed in evidence is the original copy of the notice to vacated dated October 30, 2014.

The tenant's agent testified that the tenant did not give the landlord permission to retain the security deposit. The agent indicated that the notice dated October 30, 2014, has been altered and the portion that gives the landlord permission to retain the security deposit is in different ink. The agent stated that also the tenant's signature is different.

The landlord testified that when the tenant gave notice that they were ending the tenancy, they were informed that they could not end the tenancy as they had entered into a fixed term agreement. The landlord stated that after they had a lengthy discussion with the tenant, the tenant agreed that the landlord would be entitled to retain the security deposit and that portion was written on the document at that time.

The landlord testified that they also remember the entire discussion and after they had completed the paper work they drove the tenant to the bank and then to the liquor store. The landlord stated that the tenant remained in the vehicle and gave them their bank card to purchase their alcohol. The landlord provided the tenant's pin number that was four digits.

The tenant denies ever going to the bank or liquor store with the landlord. However, the tenant confirmed that the pin number given by the landlord is the year of their birth. The tenant further stated that was not their pin number; however, when questioned by the landlord the tenant confirmed it was their pin number at that time.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In this case, I have reviewed the original notice to end tenancy dated October 30, 2014. Although the document has been written with two different black pens, I am satisfied that the tenant signed the document. The ink that was referred to, as being written in

after the fact, is the same ink that was used to sign the document, which confirms the landlord's version.

I have also compared the signature on the notice, with the signature of the tenants on their application for dispute resolution and the tenancy agreement. It appears that the tenant's signatures on all these documents do not match and it appears that the tenant signs their name in several different ways.

Further, the tenant acknowledged that they signed a document; however, the tenant provided little details.

In addition, I question the credibility of the tenant as they denied having gone to the bank and liquor store with the landlord. However, the landlord was able to provide the tenant's personal pin for the tenant's bank card, which was the year of the tenant's birth. The tenant first denied that this was their pin and only after further questioning by the landlord did the tenant admit it was their pin number at the time. The tenant provided no other reasonable explanation as to how the landlord obtain their personal pin number.

I find that the tenant gave the landlord written permission to retain the security deposit. Therefore, I confirmed the Decision made on February 1, 2016, dismissing the tenant's application for return of the deposit and setting aside the decision and order made on August 28, 2015.

### Conclusion

The decision dated February 1, 2016, is confirmed.

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: April 18, 2016

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Residential Tenancy Branch