



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD-DR

### Introduction

The tenant applies to recover a \$550.00 security deposit after vacating this rental unit at the end of May 2020.

Both parties attended the hearing and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only evidence that had been traded between the parties was accepted during the hearing.

### Issue(s) to be Decided

Does the landlord have any right to continue to hold the deposit?

### Background and Evidence

The tenant rented a bedroom in a three-bedroom, shared accommodation. The tenancy started April 1, 2020 though the parties agreed the tenant could move in early. The rent was \$1100.00 per month. The tenant paid a \$550.00 security deposit.

The tenant moved out about May 31 after giving the landlord notice on May 15.

The landlord feels that because she did not receive a proper one-month notice she is entitled to keep the deposit money.

By a June 12 email, the tenant gave the landlord his forwarding address in writing. The landlord replied to that email.

It was pointed out to the parties that the facts in this matter may give rise to a claim for a doubling of the deposit pursuant to s.38 of the *Residential Tenancy Act* (the “RTA”) and that the respective policy guideline states that where a tenant’s application does not claim or decline the doubling penalty an arbitrator is to award the doubling unless the tenant declines it a hearing. The question was put to the tenant at this hearing and he declined the doubling.

### Analysis

A landlord may only retain a deposit after the end of a tenancy where the tenant has authorized her to do so in writing or where the landlord has an arbitration award against which to offset the deposit or where the tenant leaves and fails to provide a forwarding address within a year.

None of those circumstances apply here.

The landlord indicated she might have a claim against the tenant for June rent. That may be but she has not yet pursued that claim by making an application of her own to obtain an arbitrator’s award to offset the tenant’s deposit money. She is free to do so within the time periods set by the *RTA*.

### Conclusion

The tenant is entitled to recover his \$550.00 security deposit. He will have a monetary order against the landlord in that amount.

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: August 17, 2020

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Residential Tenancy Branch