



Landlord and Tenant Fact Sheet

RTB-109

Returning the Security Deposit or Pet Damage Deposit

s. 17 to s. 22 Residential Tenancy Act and s. 17 Manufactured Home Park Tenancy Act

Landlords hold security deposits and pet damage deposits to cover any damage caused by a tenant (or the tenant's pet) beyond normal wear and tear.

After a tenant has moved out and has given the landlord a forwarding address in writing, the landlord has 15 days to do one of the following:

- return deposit monies, with applicable interest, to the tenant;
- ask the tenant to agree in writing to let the landlord keep some or all of the deposit money;
- apply for dispute resolution asking for an order to keep all or some of the deposit money. The landlord can continue to hold a deposit until the dispute resolution process is finished.

A landlord may want to keep some of a deposit to cover:

- damage caused by the tenant or guests that is beyond normal wear and tear on the rental unit; and/or
- an amount of money that a Dispute Resolution Officer (DRO) previously ordered the tenant to pay.

A landlord who wants to keep some or all of a deposit must:

- get the tenant's written consent; or
- have a DRO order from a previous dispute that the tenant has not paid; or
- obtain a DRO's order to keep all or some of the deposit.

A caution for landlords (RTA only)

If a landlord does not comply with the rules and deadlines for returning a deposit or does not make an Application for Dispute Resolution asking to keep the deposit, a DRO may order a landlord to pay double the amount of the security deposit or pet damage deposit to the tenant and the landlord may lose the right to apply to keep the deposit. [s. 38(6) RTA]

A caution for tenants (RTA only)

A landlord can keep all of a deposit if:

- a tenant does not provide a forwarding address, in writing, within one year. (s. 39 RTA), or
- the landlord has offered at least two opportunities for the inspection and the tenant did not participate on either occasion. (s. 24 RTA).

Move-out inspection (RTA only)

When a tenant moves out, he or she should clean the unit and remove all belongings before the condition inspection. Any damage caused by the tenant, a guest of the tenant, or a pet should also be fixed. Otherwise, the landlord may want to keep some or all of a deposit to cover cleaning or repair costs.

Both the landlord and tenant must be there together when the inspections are done at the start and end of a tenancy. Both the landlord and tenant must sign and date the Condition Inspection Report at the start and end of the tenancy and the landlord must give the tenant a completed copy of the report within 15 days.

Comparing the move-in and move-out Condition Inspection Reports can be helpful in reaching an agreement about an amount of money the landlord may keep from the deposits.

For more details about when and how inspections must be done – and what happens if they are not done.

- See Fact Sheet #RTB-115 – Condition Inspections and Reports

Disputes about security deposits and pet damage deposits

When a tenant and landlord cannot come to agreement about whether the landlord can keep some or all of the deposits, either one can apply for dispute resolution asking for a monetary order. A DRO will consider evidence from both sides and decide who is entitled to the deposit monies.

The landlord must submit the Application for Dispute Resolution within 15 days after the end of the tenancy or after the tenant provides a forwarding address in writing, whichever is later. A landlord who has applied for dispute resolution can hold the deposit until the matter is resolved.

If the landlord keeps all or part of a deposit without the tenant's written approval, the tenant can apply for dispute resolution asking for a monetary order. At the hearing, the tenant should provide evidence about the condition of the rental unit at the start and end of the tenancy.

A tenant has up to two years from the end of the tenancy to apply for dispute resolution and ask for an order requiring the landlord to return the deposits. After the tenant serves the landlord with the hearing notice, the landlord may also apply for dispute resolution asking for a monetary order to keep the deposits.

Manufactured home park tenancies

s. 17 MHPTA

In manufactured home park tenancies, a landlord cannot require a tenant to pay a security deposit or pet damage deposit. A landlord may retain deposits paid before December 31, 2003 until the end of the tenancy and can use the deposit to cover damages as agreed by the tenant or ordered by a DRO.

For more information...

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Any Service BC-Government Agents Office

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