

## Residential Tenancy

**Area of law:** Landlord/Tenant

### WHO IS INVOLVED

Scott: Claimant  
Templeton Properties: Defendant

### BASIC FACTS

In July, Scott and a friend were looking to rent a two-bedroom apartment. They visited an apartment building owned by Templeton Properties. They were shown an apartment #703 and liked what they saw. They filled out a rental application form for apartment #703 for a lease to take effect Sept 1. Scott provided a security deposit in the amount of \$637.50 and three post-dated cheques as required in the rental application. Scott did not sign a lease at this point and understood his credit references would be checked – the landlord did not accept the application at this point.

A few days later Scott was advised by the landlord that unit #703 was no longer available and they were to take a different unit in the building. Scott asked to see the other unit that the landlord proposed to rent but this request was denied on the basis that a tenant was still occupying the unit.

Scott was uncomfortable about moving into an apartment sight unseen and asked for the security deposit and three post-dated cheques to be returned. The landlord returned the cheques but refused to return the security deposit.

The landlord argues that the security deposit was to be held against the possibility of the applicant failing to enter into the lease once the landlord offered him one. The landlord argues this is a long standing practice of landlords.

Scott feels the landlord was trying to take advantage of him. The apartment number on the lease application was changed with the original apartment #703 being struck out and replaced with apartment #608 by the landlord without discussion with Scott first. Scott does not feel the landlord has any right to keep the security deposit when he is not providing what was requested in the rental application – namely apartment #703.

Scott took his case to the Residential Tenancies Board which found in favour of the landlord. Scott disagrees with this decision and is considering appealing this decision to the Small Claims Court of NS.