



# **Dispute Resolution Services**

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## **Decision**

**Dispute Codes:** MNSD, FF

## **Introduction**

This hearing dealt with the tenant's application for double return of the security deposit, and recovery of the filing fee. Both parties participated in the hearing and gave affirmed testimony.

## **Issues to be decided**

- Whether the tenant is entitled to either or both of the above

## **Background and Evidence**

Pursuant to a written residential tenancy agreement, the original six (6) month term of the tenancy was from November 1, 2007 to April 30, 2008. Thereafter, tenancy continued on a month-to-month basis. At the time when tenancy ended on March 31, 2009, rent in the amount of \$1,320.00 was payable on the first day of the month. A security deposit of \$637.50 was collected on October 17, 2007.

The tenant provided the landlord with one (1) month's notice of his intent to vacate the unit effective March 31, 2009. Following this there was some discussion between the parties related to whether or not the tenant might vacate earlier. However, ultimately, the keys were returned to the landlord and a move-out condition inspection and report were completed on March 30, 2009. By way of agreement between the parties using the move-out condition inspection report, the tenant consented to certain deductions from his security deposit with respect to the landlord's costs for carpet cleaning, general cleaning in the unit and some painting. Deductions were made in the total amount of \$218.25. Subsequently, the landlord's agent states that a cheque was mailed to the

tenant in the amount of \$403.73, which is comprised of interest of \$11.48, in addition to the balance of the security deposit after authorized deductions. The tenant states that the envelope is postmarked April 14, 2009, and states further that he has not yet opened it.

During the hearing the parties exchanged views on the circumstances surrounding the dispute. Discussion included consideration of the legislation relevant to ending a tenancy and return of the security deposit.

### **Analysis**

Pursuant to discussion during the hearing, the tenant withdrew his application.

Finally, the attention of the parties is drawn to the provisions set out in section 35 of the Act which address **Condition inspection: end of tenancy**. In particular, section 35(4) of the Act provides as follows:

35(4) Both the landlord and tenant must sign the condition inspection report and the landlord must give the tenant a copy of that report in accordance with the regulations.

Further, section 18 of the Residential Tenancy Regulation speaks to **Condition inspection report**. In particular, section 18(1)(b) of the Residential Tenancy Regulation states as follows:

18(1) The landlord must give the tenant a copy of the signed condition inspection report

(b) of an inspection made under section 35 of the Act, promptly and in any event within 15 days after the later of

(i) the date the condition inspection report is completed, and

(ii) the date the landlord receives the tenant's forwarding address in writing.

**Conclusion**

As the application has been withdrawn, the matter is dismissed.

DATE: July 23, 2009

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Dispute Resolution Officer