



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant for a Monetary Order for double the security deposit and to recover the filing fee.

The tenant served the landlord by registered mail on April 21, 2010 with a copy of the Application and Notice of Hearing. I find that the landlord was properly served pursuant to s. 89 of the *Act* with notice of this hearing.

Both parties appeared, gave affirmed testimony, were provided the opportunity to present their evidence orally, in written form, documentary form, to cross-examine the other party, and make submissions to me. On the basis of the solemnly affirmed evidence presented at the hearing I have determined:

Issues(s) to be Decided

- Is the tenant entitled to recover double his security deposit?

Background and Evidence

Both parties agree that this tenancy started on March 01, 2007 and ended on March 31, 2010. Rent for this unit started at \$1,005.00 per month and increased to \$1,040.00 per month by the end of the tenancy. The tenant paid a security deposit of \$502.50 on February 13, 2007. The tenant gave his forwarding address to the landlord in writing on March 31, 2010.

The tenant testifies that he took part in a move out condition inspection with the landlords' agent on March 31, 2010. At this inspection he states the landlords' agent was not happy about the

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condition of the rental unit with regard to the cleaning. The tenant claims he agreed the landlord could retain \$150.00 from his security deposit to pay for six extra hours of cleaning by the landlord. He states he then signed off on the condition inspection report.

The tenant testifies that on April 10, 2010 he received a cheque from the landlord dated April 07, 2010 for \$266.46. He states the landlord had deducted another \$100.00 from his security deposit without his written consent.

The tenant testifies that he spoke to the landlords' agent about this and she explained that there was more cleaning required than she had estimated and he would not receive his security deposit back. The tenant received a written explanation in the post on April 13, 2010. The tenant claims the landlords' agent had altered the final agreed upon figures on the condition inspection report and on the address document which would make the documents void. The tenant also claims the landlords' agent forged his signature on the forwarding address document.

The tenant testifies that he contacted the landlords' agent by email and stated these facts to her and requested that she must return his full security deposit to him. On April 16, 2010 he received another cheque dated April 14, 2010 from the landlords' agent for \$100.00.

The landlords' agent testifies that the tenant had not cleaned the rental unit to an acceptable standard and she first estimated the hours to clean would be six. She testifies that before the tenant signed the move out condition inspection report she decided that in fact it would take 10 hours to clean the unit and she amended the amount she could deduct from his security deposit. She states the tenant then signed the report and agreed she could keep \$250.00 from his security deposit.

The landlords' agent states she sent the tenant a cheque for the remainder including the accrued interest. She states when she got the e-mail from the tenant about the remainder of his deposit she stated it was all making her so ill she decided to just return the \$100.00 to him as requested.

Analysis

I have carefully considered all the evidence before me, including the affirmed evidence of both parties. I find the tenants security deposit plus accrued interest from the date it was paid is \$516.79 not \$516.96 as stated by the tenant. I further find the landlord returned \$266.46 and \$100.00 by two separate cheques to the tenant. The dates on these cheques show this money was returned within the fifteen days as allowed under section 38(1) of the Act. I also find the tenant did agree on the move out condition inspection that the landlord could retain a sum of money towards the cleaning.

The tenant argues this sum was agreed at \$150.00 and the landlord has altered this amount after he signed it to show it as \$250.00. I have reviewed the condition inspection report and there have been obvious changes made to the figures. As these changes have not been initialed by either party then I find it is likely that these changes were made after the tenant had signed the report. Consequently I find the amount the tenant agreed the landlord could keep from his security deposit was \$150.00.

The tenant has applied for double the return of his deposit and argues that he is entitled to this as in altering the documents the landlord has made them void. While I accept the landlord has altered the documents I do not accept that the document is now void and it is my decision that the tenant must honor his agreement for deductions of \$150.00.

Therefore, I find the tenant is not entitled to recover double his security deposit as the outstanding amount is now 0.33 cents. As this amount is the difference in accrued interest calculation then it will not be doubled as only the original amount of the security deposit would be doubled and not the accrued interest. The tenant states he does not require a Monetary Order for this small amount.

As the tenant has received the security deposit back within 15 days of providing his forwarding address in writing, and as the tenant filed his application for dispute resolution after he had received his security deposit back I find he must bear the cost of filing his own application.



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I find the tenant has provided no evidence to show that the landlords' agent has forged his signature on either document.

I would caution the landlords' agent to ensure any changes on a tenancy document are initialed by both parties for any future tenancies.

Conclusion

The Tenant's application is dismissed without leave to reapply.

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 31, 2010.

Dispute Resolution Officer