

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with an application by the tenant for return of the security deposit and recovery of the filing fee. Both parties participated in the conference call hearing.

Issue(s) to be Decided

Are the tenants entitled to any of the above under the Act.

Background and Evidence

The tenant testified that he had completed the move out inspection with the property manager and that he had signed the move-out condition inspection report where it notes that the tenant agrees to a deduction of X amount from the security deposit. The tenant stated that the amount of the deduction was not filled in at the time of signing and that the property manager stated she would have to figure out what, if any the deductions would be. The tenant stated that he only signed the move-out condition inspection report because he thought he was getting all of the security deposit back.

The property manager testified that the deduction of \$152.90, which is noted on the condition inspection report, was filled in after the tenant had signed the agreement. The property manager stated the amount of \$152.90 was the amount of the security deposit that was returned to the tenant and not the amount of the deduction as the report reflects.

Analysis

Based on the documentary evidence and testimony I find that the tenant is not entitled to return of double the security deposit. As the tenant has signed the move-out condition inspection report agreeing to the amount deducted, the tenant is not now at liberty to file for double the security deposit.

However as the amount of the security deposit to be deducted move-out condition inspection report is noted as \$152.90, the landlord should have returned \$234.60 to the tenants and not \$152.90. Therefore, per the move-out condition inspection report, the landlord owes the tenants a balance of \$81.70 of the security deposit.

As the tenants have some success in their application regarding return of the security deposit the tenants are entitled to recovery of the \$50.00 filing fee.

Conclusion

I find that the tenants have established a monetary claim for \$81.70. The tenants are also entitled to recovery of the \$50.00 filing fee.

A monetary order in the amount of **\$131.70** has been issued to the tenants and a copy of it must be served on the landlord. If the amount is not paid by the landlord, the Order may be filed in the Provincial (Small Claims) Court of British Columbia and enforced as an order of that court.

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: February 15, 2011

Residential Tenancy Branch