



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MNSD, FF

Introduction

This was the hearing of an application by the tenants for the return of a security deposit. The hearing was conducted by conference call. The named tenant and the landlord's representative participated in the hearing.

Issue(s) to be Decided

Are the tenants entitled to a monetary order in the amount of their security deposit?

Background and Evidence

The tenancy began on December 15, 2008. The tenants paid a deposit of \$747.50 at the commencement of the tenancy. The tenants moved out on December 31, 2009. The landlord conducted a condition inspection of the rental unit on December 31, 2009. The tenant K.G signed the condition inspection form accepting that charges would be deducted from the tenants' security deposit. The actual amounts were not specified.

The tenants later disagreed with the charges claimed by the landlord. The landlord applied for dispute resolution. In the application for dispute resolution the landlord claimed as follows:

AT MOVE OUT INSPECTION MANY ITEMS WERE NOTED, AND TENANTS SIGNED OFF ON CHARGES AGAINST THEIR SECURITY DEPOSIT. CHARGES ENDED UP BEING APPROXIMATELY \$3700 EXCEEDING THE SECURITY DEPOSIT OF \$747.50 PLUS INTEREST. WE ARE FILING TO RECOVER THE REMAINING COSTS ASSOCIATED WITH THE DAMAGE DONE TO THE SUITE DURING THEIR TENNACY. UNIT WAS BRAND NEW WHEN THE TENANTS MOVED IN. PLESE SEE ATTACHED SHEET FOR DETAILS OF CHARGES.

The landlord's application was heard on June 10, 2010. The tenant K.G. participated in the hearing on June 10, 2010. The Dispute Resolution granted the landlord a monetary

order in the amount of \$2,785.20. He did not deduct the amount of the tenants' security deposit from the award to the landlord.

The tenants applied for the return of their deposit including double the amount of the deposit on July 30, 2010.

Analysis and Conclusion

The landlord concluded based upon the tenant's signature on the condition inspection report that the tenant authorized the landlord to retain the tenants' security deposit. The landlord submitted a monetary claim for damage to the rental unit and I regard the landlord's claim for a monetary order to include by implication a claim to retain the security deposit in partial satisfaction of the monetary award sought. The deposit should have been specifically dealt with in the June 10 decision but it was not. The deposit and interest in the total amount of \$748.02 should have been applied to reduce the amount of the monetary order in favour of the landlord; the net award to the landlord should have been the sum of \$2,037.18. The landlord acknowledged at the hearing that the deposit must be applied as a credit against the monetary order of June 10, 2010 and payment net amount will satisfy the tenants' obligations to the landlord.

The tenants have not provided evidence to establish any entitlement to the return of their deposit or to payment of double the amount of the deposit and apart from the declaration that the deposit must be credited against the landlord's monetary order, the tenants' application is dismissed without leave to reapply.

Dated: January 19, 2011.
