



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

Some documentary evidence and written arguments have been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

This is a request for a monetary order for \$4000.00 which represents the \$1000.00 security deposit and \$1000.00 pet deposit, both doubled.

Background and Evidence

The landlord testified that:

- He has not returned the tenants security deposit or pet deposit because at the end of the tenancy when they did the move out inspection the tenant agreed, in writing, to allow the landlord to keep both the full security deposit of \$1000.00 and a pet deposit of \$1000.00.

The tenant testified that:

- He agrees that he did sign a section of the move out inspection report agreeing to deductions of \$1000.00 from his security deposit and \$1000.00 from his pet deposit however he signed the section by mistake and did not intend for the landlord to keep his full security/pet deposit.
- He feels that he was under duress during the move-out inspection and therefore believes that he should not be bound by his agreement to allow the landlord to keep the deposits.
- In fact after completing and signing the move-out inspection report, he and the landlord were involved in an altercation, which just goes to show the level of duress under which the report was signed.

In response to the tenant's testimony the landlord testified that:

- He and the tenant do not like each other, however the move-out inspection was done very civilly and without any pressure.
- The tenant signed the document of his own free will, and in fact they even discuss the fact that the tenant did not agreed that the report represented the condition of the unit, and when he asked the tenant to provide reasons the tenant declined to do so.
- There was no altercation until after the move-out inspection report had been completely filled out and signed.

Analysis

It is my decision that the tenant is bound by the written agreement to allow the landlord to keep the full security deposit and pet deposit.

It's obvious from the testimony of both the landlord and the tenant that these parties do not get along, however I am not convinced that the move-out inspection report was signed under duress.

Even in the tenants own testimony he stated that the altercation occurred after the move-out inspection report had already been completed and signed, and therefore I fail to see how any duress caused by the altercation had any influence on the signing of the move-out inspection report.

Conclusion

This application is dismissed in full 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: December 07, 2011.

Residential Tenancy Branch