



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

The tenant applies to recover his security deposit.

Both parties appeared at the hearing of this matter and gave evidence under oath.

Issue(s) to be Decided

Has the tenant met the burden of proving his claim?

Background and Evidence

This tenancy began on June 15, 2010 at which time the tenant paid a security deposit of \$600.00. The tenancy ended at the end of August 2011. The tenant testified that to date the landlord has not returned his security deposit and he is therefore seeking double.

The landlord has submitted a Condition Inspection Report prepared at move in on June 6, 2011 and move out on September 1, 2011. In the move-in portion of the report it is noted that the various areas of the rental unit were "clean" and "no damage". Each item is initialled by the tenant "DB" and the move in portion of the report is signed by the tenant on the last page. With respect to move-out the report contains numerous comments regarding the condition of the rental unit such as "Dirty" "scratched" "missing parts" "Sever damage to the living room flooring" "Stains" "Chipped" "Move-out damage" "Missing gasket in dryer" and it is noted that both keys and a FOB have been lost. The box that the "Tenant agrees that he report fairly represents the condition of the rental unit" is ticked and the tenant's signature is shown agreeing to the "...following deductions from my security and/or pet deposit \$600.00". The tenant's signature is shown on the report. The landlord testified that he did agree to return any monies left over after cleaning and repairing the damages however the landlord says the actual cost of doing so were \$1,500.00 therefore there was nothing to return.

The tenant testified that he did not sign the report and no such report was prepared at move-out. The tenant states that he supplied his forwarding address by email and he supplied a copy of that email along with further emails between himself and the landlord discussing the costs of repairs and cleaning.

The landlord provided detailed documentation regarding the repairs and cleaning done to the rental unit along with photographs of its condition at move-out. The landlord attempted to serve these documents on tenant at the address the tenant provided on his Application for Dispute Resolution but the person residing at that address, believed to be the tenant's mother, stated that the tenant no longer resided at that address and she knew nothing of his whereabouts.

The tenant agreed that he has a new address and he provided this address at the hearing.

Analysis

The condition Inspection Report is signed by both parties at move-in and move-out. In that report the tenant agreed that the landlord could retain his \$600.00 deposit. The tenant now says that the signature is not his. To a reasonable person looking at the signatures they appear to be the same. If the tenant wished to prove otherwise some expert advice is necessary as this was not provided I find, based on a balance of probabilities that the tenant did sign the report at move-in and move-out and he did agree that the landlord could retain his \$600.00 deposit. I therefore dismiss the tenant's claim.

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: May 15, 2012.

Residential Tenancy Branch