



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MNDC, MNSD, FF*

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* for a monetary order to recover the security deposit and the filing fee.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be decided

Is the tenant entitled to the return of his security deposit and filing fee?

Background and Evidence

The tenancy started August 21, 2008 and ended on February 29, 2012. The rent was \$1,000.00 due in advance on the first day of each month. Prior to moving in, the tenant paid a security deposit of \$500.00.

On February 29, 2012, a move out inspection was conducted by both parties and a report was completed. The landlord determined that a deduction of the security deposit was warranted and the tenant signed in agreement. One of the discrepancies on the move out inspection report was the interior paint of the rental unit. After the inspection was completed the landlord gave the tenant a cheque for the agreed upon balance of the security deposit plus accrued interest.

On March 06, 2012, the tenant contacted the Residential Tenancy Branch Office and spoke with an information officer. The tenant stated that he found out that because of the length of the tenancy, he was not required to paint the rental unit.

The tenant wrote a letter to the landlord requesting him to return a portion of the money that he had deducted off the security deposit, for painting. When the tenant did not hear back from the landlord he filed this application.

Analysis

Based on the sworn testimony of both parties, I find that the tenant agreed in writing to a deduction off the security deposit. The landlord gave the tenant a cheque for this agreed upon amount plus the accrued interest.

The tenancy was 3.5 years old and the useful life of interior paint as per *Residential Tenancy Policy Guideline #37*, is four years. Accordingly, the tenant would have been responsible for a prorated portion of the cost. However since the tenant signed in agreement of the amount of the deduction off the security deposit, his application to change that amount is dismissed.

Since the tenant has not proven his case, he must bear the cost of filing this application.

Conclusion

The tenant has not proven his claim. Accordingly, the tenant's application is dismissed in its entirety.

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: June 19, 2012.

Residential Tenancy Branch