



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Tenant to obtain a Monetary Order for the return of double his security deposit.

The parties appeared at the teleconference hearing and acknowledged receipt of evidence submitted by the other. At the outset of the hearing I explained how this was a quasi judicial proceeding then I explained the expectations for conduct during the hearing, in accordance with the Rules of Procedure. Each party was provided an opportunity to ask questions about the process however each declined and acknowledged that they understood how the conference would proceed. Each party affirmed to tell the truth.

Issue(s) to be Decided

1. Is the Tenant entitled to a Monetary Order?

Background and Evidence

At the outset of the hearing the person who presented himself as the Tenant stumbled when providing the details of the tenancy agreement. Specifically he affirmed that rent was \$1,275.00 per month and that he paid half of the month's rent as the security deposit and then noted that \$737.50 was the security deposit however he did not know which date it was paid.

The Landlord's Agent affirmed that rent was \$1,475.00 per month and the security deposit of \$737.50 was paid on April 24, 2011. The Agent submitted that the move in condition inspection form was completed May 5, 2011 when the Tenant arrived to town and the move out condition inspection form was completed at the end of the tenancy on April 30, 2012. He stated that the Tenant was given a copy of both inspection forms at the time they were completed. He asserted that the Tenant agreed to have the cost of the damages deducted from his security deposit. He noted that \$200.00 was withheld

to cover the damage to the floor and clean the oven which is why a cheque for \$537.50 was mailed to the Tenant on May 8, 2012. He confirmed receipt of the Tenant's forwarding address during the move out inspection.

The Agent pointed to his evidence which included, among other things, copies of: the move in condition report form, the move out condition report form, a typed document provided by the Tenant whereby both parties listed and initialled the damages, and argued that these documents supported his testimony.

The Tenant began to submit his evidence arguing that he did not get a copy of the move out condition report form and he did not agree to the Landlord keeping any money. He argued that his signature on the documents indicates that there was damage and does not indicate the damage was done by him.

At this point the Agent pointed out that the person representing himself as the Tenant was in fact the Tenant's father, who was not present during the move out inspection.

I questioned the participant as to his identity and after several minutes of him denying he was the father he finally confirmed that he was not the Tenant and was in fact the Tenant's father. The father acknowledged that he affirmed to tell the truth and then willingly misrepresented himself as the Tenant. I then informed him that given the aforementioned, I find that his testimony was not credible and I concluded the hearing.

Analysis

Given the circumstances presented during the hearing with L.R.H misrepresenting himself as the Tenant, I accept the version of events as presented by the Landlord's Agent and corroborated by his evidence.

Specifically I favor the Landlord's evidence where the Tenant signed and initialed two documents acknowledging the damage to the rental unit. I find the Agent's explanation that the Tenant agreed to pay for the damage to be reasonable given the circumstances presented to me during the hearing. Therefore, I find the security deposit to have been disbursed in accordance with the Act when the Tenant was sent the balance owing of \$537.50 within 15 days from the end of the tenancy. Accordingly I dismiss the Tenant's application.

The Tenant was not successful with his application; therefore he must bear the burden of the cost to file the application.

Conclusion

I HEREBY DISMISS the Tenant's application, 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: August 22, 2012.

Residential Tenancy Branch