



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This matter dealt with an application by the Landlord to retain apportion of the Tenants' security and pet deposits for damages to the rental unit and to recover the filing fee for this proceeding.

The Landlord's agent said he served the Tenants with the Application and Notice of Hearing (the "hearing package") by registered mail on July 13, 2012. Based on the evidence of the Landlord's agent, I find that the Tenants were served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded with both parties in attendance.

Issues(s) to be Decided

1. Is the Landlord entitled to keep a portion of the Tenants' security deposit and pet deposit?

Background and Evidence

This tenancy started on January 1, 2009 as a month to month tenancy. Rent was \$1,427.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$700.00 on December 4, 2008 and a pet deposit of \$200.00 on December 4, 2008. The Tenants said they moved out of the rental unit on June 30, 2012.

The Landlord's agent said that she completed a move in and move out condition inspection with the Tenants. On that report under the section "Security Deposit Statement" the Landlord agreed to return the full security deposit and pet deposit in the amount of \$900.00 to the Tenant. The Landlord's agent said after the tenancy ended she found damage to the kitchen door and an oil stain on the floor of the garage. The Landlord's agent continued to say that as a result of this damage the Landlord has made this application to cover the costs to repair the damage in the amount of \$260.00.

The Tenants said that they cleaned the house prior to leaving and because the rental unit is older many of the doors were in poor repair. The Tenant said they had repaired the kitchen door and had made arrangements with the Landlord to do additional repairs to the kitchen door, but the Landlord said they did not have to complete the repairs.

With regard to the oil stain on the garage floor the Tenants said the garage floor was stained when they moved in. The Tenant continued to say that they thought there was no problem with the security and pet deposits as the Landlord said she would return the full amount and she signed off on the deposits on the move out condition inspection report.

The Landlord's agent said she understood that the Landlord had signed off on the security and pet deposit in the amount of \$900.00 on the move out condition inspection report dated June 30, 2012.

Analysis

As the Landlord and the Tenants both agreed and signed the move out condition inspection report under the section "Security Deposit Statement" agreeing the Landlord would return the full amounts of the deposits in the amount of \$900.00 the Landlord and the Landlord's agent have not established grounds to retain any part of the Tenants security or pet deposit. I dismiss the Landlord's application without leave to reapply and I Order the Landlord to return the Tenants' security and pet deposit in the amount of \$900.00 plus accrued interest from December 4, 2008 to September 26, 2012 in the amount of \$1.03, for a total amount of \$901.03 forthwith.

Conclusion

The Landlord application is dismissed 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*.

Residential Tenancy Branch