



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 by the tenant seeking the return of double the security deposit. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

Issues to be Decided

Is the tenant entitled to the return of double the security deposit?

Background and Evidence

The fixed term tenancy began on or about July 1, 2011 and ended on June 30, 2012. Rent in the amount of \$2050.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$1025.00.

The tenant gave the following testimony; acknowledges that a move in and move out condition inspection report was conducted, acknowledges that he did sign the inspection report upon move out that included deductions for cleaning and strata by law fines, felt he was pressured into signing the document, gave his forwarding address by e-mail on July 4, 2012, acknowledges that he received the agreed upon amount within 15 days of the inspection, after the passage of time began feeling he shouldn't have signed the document, , feels the bylaw fines were not his responsibility as no one had explained the move in and move out procedure to him, feels the amount sought for cleaning is excessive for a 1000 square foot apartment as he spent an entire day

cleaning the unit , and submitted that he decided to “rescind” his agreement to the deductions and chose to file for dispute resolution.

The landlord gave the following testimony; conducted the move in and move out condition inspection as required, informed the tenant of all move in and move out procedures, the tenant had the option to disagree with any of the costs as claimed by the landlord but chose not to at the time of the move out condition inspection report, the landlord withheld the agreed upon amount and later returned an additional \$100.00 as the bylaw fine was less than originally thought, feels the tenant has no claim and that the matter has been dealt with in accordance with the Residential Tenancy Act.

Analysis

As explained to the parties during the hearing, the onus or burden of proof is on the party making the claim. In this case, the tenant must prove their claim. When one party provides evidence of the facts in one way, and the other party provides an equally probable explanation of the facts, without other evidence to support the claim, the party making the claim has not met the burden of proof, on a balance of probabilities, and the claim fails.

The tenant stated on numerous occasions that he was “unaware”, “didn’t know” and “no one told me”, what his responsibilities or obligations were. In the tenant’s own testimony he acknowledged that he signed and agreed to the deductions from the security deposit at the time of the move out inspection, only after the passage of time and some reflection by the tenant that he decided “to educate himself” on some of his rights and responsibilities. The landlord submitted extensive documentary evidence to directly dispute the claims made by the tenant. The landlord provided the tenant with all documentation and information in regards to the move in and move out procedures as well as the “Strata Form K” outlining the bylaws that govern the property.

I do not accept the testimony of the tenant in regards to neither him “being forced to sign” nor the threats of ruining his credit. The landlord adamantly disputed this allegation by the tenant. I also do not accept his belief that he can rescind his

agreement and signature from the move out condition inspection report for lack of knowledge of the Act. The condition inspection report is a vital piece to any tenancy that assists both parties and must be conducted and signed in good faith. He had every opportunity at the time of the “walk thru” to voice any concerns and chose not to. I find that the landlord conducted their business in accordance with the Act. Based on all of the above the tenant has not been successful in his application. As the tenant has not been successful I decline to award the recovery of the filing fee.

Conclusion

The tenant’s application is dismissed in its entirety 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: October 02, 2012.

Residential Tenancy Branch