



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 their security and pet deposit. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

Issues to be Decided

Is the tenant entitled to a monetary order as claimed?

Background and Evidence

Both parties agree to the following:

The tenancy began on or about November 1, 2009 and ended on May 29, 2013. Rent in the amount of \$2500.00 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 \$1250.00 and \$1250.00 pet deposit. Condition inspections were conducted at move in and move out in accordance with the Act.

The tenant gave the following testimony:

The tenant stated that at the move out condition inspection he “signed off” relinquishing his deposits. The tenant stated that he acknowledged that the floors were new at move in and that he had caused some damage through wear and tear and through his pet. The tenant stated that a few weeks after he had moved out and upon reflection he felt that he should not have signed the document and as a result filed for “arbitration”.

The landlord gave the following testimony:

The landlord stated that the tenant willingly “signed off” on his deposits as he acknowledged the damage to the floors. The landlord stated the cost to repair the floor

exceeds the deposits. The landlord stated that the tenant should not be entitled to the return of the deposits.

Analysis

The tenant stated during his testimony that “I didn’t know about this arbitration stuff or what my rights were”. The tenant also stated that during the inspection “I wasn’t in the mood for a battle, and I just said take the money, I don’t care”. It is clear to me that the tenant knowingly and willingly signed the condition inspection reports acknowledging the damage and that he would relinquish his deposits. The tenant ought to have known their rights and what options were available to them. The landlord instructed the tenant at the move out that if he did not agree with the report he was free to dispute it and file for dispute resolution. The condition inspection report is a vital tool that assists in successful tenancies and must be done in good faith. A party cannot sign it then rescind it a later time as that would defeat the purpose of the inspection and compromise its integrity. The tenant signed the report in the affirmative that he agreed with it. I find that the landlord is entitled to retain the security and pet deposits.

The tenant has not been successful in his application.

Conclusion

The tenants’ application is dismissed in its entirety without leave to reapply.

The landlord may retain the security deposit and pet

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 03, 2013

Residential Tenancy Branch

