



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 cross applications. The landlord is seeking an order to retain some of the security deposit for damages and the tenant is seeking an order for the return of double her security deposit. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

Issues to be Decided

Is either party entitled to any of the above under the Act, regulation or the tenancy agreement?

Background and Evidence

The tenancy began on or about June 1, 2012 and ended on November 15, 2013. Rent in the amount of \$900.00 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 \$450.00 and a pet deposit of \$450.00. A move in and move out condition inspection report was conducted.

The landlord gave the following testimony:

The landlord stated that on November 17, 2013 the parties conducted a move out condition inspection report. The landlords stated that they were aware of some carpet damage. The landlords stated that they felt that since the house was only a year old new carpet was required for a price of \$900.00. The landlord stated the tenant did not

agree with the amount and felt it could be repaired for much cheaper. The landlord stated the tenant wanted the landlord to use the company she suggested to repair the carpet. The landlord stated the tenant did not want to sign the condition inspection report until the landlord had the carpet repaired at a lower price through the company she suggested. The landlord stated that both parties agreed to complete the condition inspection report after the repairs had been conducted. The landlord stated that on November 29, 2013 the carpet had been repaired for an amount of \$272.90. The landlord stated that they scanned a copy of the condition inspection report and sent it to the tenant to have her sign it. The landlord stated that's when communication with the tenant ended. The landlords stated that they didn't understand why she was not responding.

The tenant stated that when she received the scanned copy of the condition inspection report the original quote of \$900.00 had been "whited out" and stated she felt uneasy about signing it. The tenant stated that she did agree that she was responsible for the carpet damage. The tenant stated that the landlords had her forwarding address and that they ought to have sent the deposit within the fifteen days as required. The tenant stated that she is seeking the doubling provision for her deposit.

Analysis

On November 17, 2013 the parties could not come to an agreement on the price of the carpet repair and agreed to complete the condition inspection report after the repair had been done. In the tenants own testimony she stated that she insisted that the landlord use the company she suggested and that the condition inspection report would be completed after the repair was completed. The landlord agreed to use the company, although the landlords were not satisfied with the repair. The landlord then provided the lower price and the amended copy of the condition inspection report to be signed.

The landlord met the conditions and request of the tenant as agreed upon. The female landlord stated numerous times "I don't understand why we're here, we did everything she wanted". The doctrine of estoppel is applicable here whereby the tenant cannot

seek to enforce a right she waived by consent to try to gain an advantage under the Act. The tenant is not entitled the doubling provision of her security deposit.

I find that the landlord is entitled to retain \$272.90 from the security deposit for the carpet repair. The tenant is entitled to the remainder of the security deposit in the amount of \$627.10.

I grant the tenant an order under section 67 for the balance due of \$627.10. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

I decline to make finding in regards to the recovery of the filing fee and therefore both parties must bear that cost.

Conclusion

The landlord is entitled to retain \$272.90 from the security deposit and return the remaining \$627.10 to the tenant.

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: March 31, 2014

Residential Tenancy Branch

