



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Murray Hill Developments DBA: Surrey Gardens Apartments  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDC, MNSD, FF

### Introduction

This is an application by the tenant for a monetary order for the return of double the security deposit and recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony. As both parties have attended and have confirmed receipt of the notice of hearing package and the tenant's submitted documentary evidence, I am satisfied that both parties have been properly served.

The landlord states that he served the tenant with a documentary evidence package by Canada Post Registered Mail on July 9, 2014. The tenant disputes this stating that no package has been received. The landlord provided in his direct testimony the Customer Receipt Tracking number as confirmation. The tenant states that he moved from the listed mailing address in September because of a flood and that he has just recently moved into a new address one week prior to the hearing. Both parties agreed to view an online search of the Canada Post website to view the tracking record. Upon review the landlord's package was submitted on July 9, 2014 and delivered to someone in Chilliwack with the initials, S.K. on July 14, 2014. The landlord could provide no details of an explanation as to who S.K. was. The tenant confirmed that he lives in Surrey. As such, I find that the landlord has not satisfied me that the tenant was properly served with the submitted documentary evidence even though the tenant failed to file an amended application with his new mailing address.

During the hearing, the tenant provided a new mailing address to receive a copy of the decision. The file shall be updated as such.

### Issue(s) to be Decided

Is the tenant entitled to a monetary order?

### Background and Evidence

This tenancy began on July 1, 2013 on a fixed term tenancy ending on June 30, 2014 as shown by the submitted copy of the signed tenancy agreement. The monthly rent was \$750.00 payable on the 1<sup>st</sup> of each month and a security deposit of \$375.00 was paid.

The tenant seeks the return of double the security deposit as there was no damage to the rental unit as is shown by the submitted copy of the move-out inspection report. The tenant states that the landlord deducted the \$375.00 security deposit to collect the move-in incentive. The tenant states that there is a mutual agreement to end the tenancy signed by both parties. The tenant has submitted a copy of a letter dated February 5, 2014, a partial copy of the move-in and move-out report and a copy of a signed mutual agreement to end tenancy dated February 13, 2014. The tenant states that the landlord improperly made deductions from the security deposit without his permission.

The landlord states that the tenant signed the security deposit statement on the move-out date of March 31, 2014 agreeing to the \$500.00 deduction and refers to the tenant's submitted evidence. The tenant confirmed that he understood and signed the condition inspection report for the move-out as well as the security deposit statement portion.

### Analysis

I accept the evidence of both parties and find that the tenant has failed in his monetary claim application. The tenant confirmed that he did understand and signed the move-out report agreeing to the \$500.00 deduction from the security deposit. I find that the tenant did provide consent to the landlord to retain the \$375.00 as shown in the signed security deposit statement. The tenant's application is dismissed.

### Conclusion

The tenant's application is dismissed.

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: November 18, 2014

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Residential Tenancy Branch

