



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

This matter dealt with an application by the Tenants for the return of double the security deposit, for compensation for loss or damage under the Act, regulations or tenancy agreement and to recover the filing fee.

The Tenant said she served the Landlord with the Application and Notice of Hearing (the “hearing package”) by registered mail on July 16, 2014. Based on the evidence of the Tenant, I find that the Landlords were served with the Tenants’ 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. Are the Tenants entitled to the return of double the security deposit?
2. Have the Tenants had a loss or damage and if so how much?
3. Are the Tenants entitled to compensation for the loss or damage and if so how much?

Background and Evidence

This tenancy started on April 1, 2014 as a 6 month tenancy with an expiry date of September 30, 2014. Rent was \$1,050.00 per month payable on the 31st day of each month. The Tenant paid a security deposit of \$525.00 on March 4, 2014. A move in condition inspection report was completed on March 15, 2014 and a move out condition inspection was completed on June 30, 2014. The Tenants gave the Landlords their forwarding address in writing on June 30, 2014. The Tenancy ended by mutual agreement on June 30, 2014.

The female Tenant said that her husband signed the move out condition report and she added to the report that they did not agree to the Landlord deducting \$94.38 for cleaning and a missing boiler pan for the stove. The female Tenant continued to say that they cleaned the rental unit and did not remove the boiler pan when they left the unit. The male Tenant said he did agree to the Landlord retaining the \$94.32 for

cleaning and for the missing boiler pan, but then his wife did not agree so she wrote in on the report beside his signature that they “don’t agree”. The male Tenant said he just wants his security deposit back.

The Landlord said he understood that the male Tenant had agreed to the deduction from the security deposit of \$94.38 and the female Tenant did not agree to it. The Landlord said he had agreed with the Tenants breaking a fixed term tenancy and he thought they had agreed to him retaining \$94.38 of the security deposit. The Landlord said he returned \$430.62 to the Tenants on July 9, 2014.

Analysis

The Tenants have applied for double their security deposit in the amount of \$1,050.00 because they believe they did not agree with move out condition inspection report that indicated that they would allow the Landlord to retain \$94.38 of their security deposit. The female tenant said she wrote on the report “don’t agree” by the male Tenants signature. The male Tenant said he did agree to the deductions and then his wife wrote “don’t agree” on the move out condition inspection report. The Landlord said he understood the female Tenant did not agree to the deduction from the security deposit but the male Tenant signed that he did agree to the deduction of \$94.38. The Landlord retained that amount for cleaning and the replacement of a boiler pan for the oven.

Section 38 of the Act says (4) A landlord may retain an amount from a security deposit or a pet damage deposit if,

(a) at the end of a tenancy, the tenant agrees in writing the landlord may retain the amount to pay a liability or obligation of the tenant,

I accept that the Landlord and the male Tenant agreed to the deduction of \$94.38 from the Tenants’ security deposit. Both the Landlord and the male Tenant gave affirmed testimony stating this and both signed the move out condition inspection report. I understand that the parties knew that the female Tenant did not agreed to the deduction but the Landlord was in his rights to believe the male Tenant was speaking for both Tenants. Consequently I find the Tenants have not established grounds to prove the Landlord retained part of the Tenants’ security deposit wrongfully. I dismiss the Tenants application without leave to reapply.

As the Tenants were unsuccessful in this matter; I order the Tenants to bear the cost of the application of \$50.00 that they have already paid.

Conclusion

The Tenants' 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*.

Dated: December 22, 2014

Residential Tenancy Branch

