



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** MNSD, MNDC, FF

### **Introduction**

This hearing dealt with an application by the tenant for a monetary order for the return of double the security deposit and for the recovery of the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

### **Issue to be Decided**

Is the tenant entitled to the return of double the security deposit and the recovery of the filing fee?

### **Background and Evidence**

The tenancy started on October 01, 2013 and ended on September 30, 2014. The monthly rent was \$1,860.00 payable on the first of each month. Prior to moving in the tenant paid a security deposit of \$930.00.

The landlord filed copies of the move in and move out inspection reports. The move out inspection was conducted on September 30, 2014 in the presence of the tenant. The discrepancies were noted and the tenant signed in acknowledgement. The landlord also filled out a statement of the costs of cleaning and repair and the tenant signed the statement accepting responsibility for these costs and authorizing the landlord to make a deduction off the security deposit.

By signing, the move out inspection report, the tenant agreed with the amounts noted in the statement of accounts. The tenant also agreed to pay the landlord any excess owed if the total owing to the landlord exceeded the deposit. The tenant agreed that he had signed the report but stated that he did so in error. He stated that the inspection took three hours and at the end of it he was tired and wanted to leave. He also stated

that he was “*frazzled and confused*” and therefore did not read the report or statement of accounts, prior to signing the report.

The statement of accounts indicate that the tenant owes the landlord \$98.80 which is the difference between the amount owed by the tenant for cleaning and repairs and the amount of the security deposit.

### **Analysis**

The move out inspection is an opportunity for the tenant and landlord to identify damage and come to an agreement on any deductions that can be made to the security deposit. Based on the testimony of both parties, I find that the tenant signed the move out inspection report thereby agreeing to the deductions off the security deposit.

Section 38(1) of the Act provides that the landlord must return the security deposit or apply for dispute resolution within 15 days after the later of the end of the tenancy and the date the forwarding address is received in writing.

Based on the sworn testimony of both parties, I find that the landlord had the consent of the tenant to retain the security deposit and therefore the landlord did not have to return the deposit or make application to keep it. Accordingly I find that the landlord is in compliance with section 38 and the tenant is not entitled to the return of the base deposit or double the base deposit. The tenant has not proven his case and therefore must bear the cost of filing his application.

### **Conclusion**

The tenant's application is dismissed in its entirety.

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: June 23, 2015

---

Residential Tenancy Branch