



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNSD, MNDC, and FF

Introduction

This hearing was convened in response to an Application for Dispute Resolution, in which the Tenant applied for the return of the security deposit, a monetary Order for money owed or compensation for damage or loss, and to recover the filing fee from the Landlord for the cost of filing this application.

The Tenant stated that on May 17, 2015 the Application for Dispute Resolution, the Notice of Hearing, and documents the Tenant submitted to the Residential Tenancy Branch on May 22, 2015 were sent to the Landlords, via registered mail. The Landlords acknowledged receipt of these documents and they were accepted as evidence for these proceedings.

Both parties were represented at the hearing. They were provided with the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions.

Issue(s) to be Decided

Is the Tenant entitled to the return of security deposit?

Background and Evidence

The Tenant and the Landlords agree that:

- this tenancy began on December 01, 2014;
- a security deposit of \$600.00 was paid;
- a condition inspection report was completed on December 01, 2014;
- the Tenant gave notice of his intent to vacate the rental unit on April 30, 2015;
- the Tenant returned the keys to the rental unit on April 08, 2015;
- a condition inspection report was completed on April 23, 2015;
- the Tenant provided the Landlord with a forwarding address by writing it on the condition inspection report that was completed on April 23, 2015;
- the Landlord did not return any portion of the security deposit;

- the Landlord did not file an Application for Dispute Resolution claiming against the security deposit; and
- the Tenant signed the condition inspection report that was completed on April 23, 2015 to indicate that he is authorizing a landlord to retain his security deposit of \$600.00.

A copy of the copy of the condition inspection report that was completed on April 23, 2015 was submitted in evidence by the Tenant.

The Tenant stated that when he signed this report he did not read it carefully and he did not understand that he was authorizing the Landlords to retain his security deposit. He stated that he discussed the damages noted on the condition inspection report with the Landlord with the initials "G.R."; that he agreed to pay for damages other than normal wear and tear; he expected to receive a bill for any damages other than normal wear and tear; and he expected the balance of his security deposit to be returned.

The Landlord with the initials "G.R." stated that prior to the condition inspection report being signed on April 23, 2015 he discussed the cost of repairs with the Tenant; that he told the Tenant it would cost more than \$600.00 to repair the shower door that was damaged during the tenancy; and he believes the Tenant understood that he was forfeiting his security deposit when he signed the condition inspection report.

Analysis

Section 38(4) of the *Residential Tenancy Act (Act)* authorizes a landlord to keep a security deposit if, 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.

On the basis of the undisputed evidence, I find that the Tenant gave the Landlords written permission to keep his security deposit of \$600.00. I therefore find that the Landlords have the right to retain the security deposit, pursuant to section 38(4) of the *Act*, and I dismiss the Tenant's application for the return of the deposit.

As a general rule signing a document is an indication that a person agrees to the contents of the document and the person is bound to any agreement made in the document. In the absence of evidence to show that the Tenant did not have the mental capacity to sign the condition inspection report or that he was coerced into signing the report, I find that he signed the document of his own free will and that, in doing so; he gave the Landlords authority to keep his security deposit.

In adjudicating this matter I was influenced, in part, by the fact that the condition inspection report the Tenant was signed was a standard condition inspection report generated by the Residential Tenancy Branch and that the Tenant signed and dated the report right beside a sentence that reads the Tenant agrees to: "the following deductions from my security deposit and/or pet damage deposit: security deposit

\$600.00". I find this information to be abundantly clear.

In adjudicating this matter I was further influenced by the undisputed testimony that the parties discussed the damage to the rental unit and the need for the Tenant to pay for the repairs. I can find no evidence to conclude that the Landlord misled the Tenant when the report was completed. Although I accept that the Tenant may have not been paying close attention when he signed this report, I find he did so at his own peril.

I find that the Tenant has failed to establish the merit of his Application for Dispute Resolution and I dismiss his application to recover the fee for filing the Application.

Conclusion

The Application for Dispute Resolution has been 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: October 04, 2015

Residential Tenancy Branch

