



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Park Line Towers
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes FF, MNDC, MNSD

Introduction

This hearing dealt with an application by the tenants seeking the return of double the security deposit and 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 a monetary order as claimed?

Background, Evidence

The tenants' testimony is as follows. The tenancy began on November 1, 2013 and ended on May 31, 2015. The tenants were obligated to pay \$935.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$467.00 security deposit. Condition inspection reports were conducted at move in and move out. The tenant stated that they gave their forwarding address on June 1, 2015 in writing to the landlords. The tenants stated that they agreed to a deduction of \$72.00 for some minor repairs and agreed that \$395.00 should be returned to them. The tenants stated that the landlord did not return the security deposit until June 27, 2015. The tenants are seeking the return of double the deposit minus the amount that they have already been given.

The landlords gave the following testimony. The landlords stated that at the move out inspection the landlord pointed out to the tenant that they had damaged the countertop and that they would need to investigate further into the costs along with a torn drape panel. The landlord stated that the tenant became upset and didn't want to sign the move out condition inspection report. The landlord stated that the tenant wanted to deal with the owner only and then cut off communication with the landlord.

The owner gave the following testimony. The owner stated that she discussed with the tenant the torn curtain panel and the cutting board that had been glued to the

countertop. The owner stated that she would make inquiries about the costs to remove the cutting board that was “crazy glued” to the countertop. The owner stated that the tenant did not sign the condition inspection report on June 1, 2015 or provide her forwarding address on that day. The owner stated that it in fact happened later in the month of June. The owner stated that she was acting in good faith with the tenant and was trying to figure out the costs of removing the cutting board from the countertop. The landlord stated that the tenant repaired the curtain panel as agreed. The owner stated that she doesn’t understand how the tenant could agree to delay the final signing of the condition inspection and then turn around and say the landlord didn’t return the deposit within 15 days.

Analysis

The owner had both resident managers who act as landlords’ participate in this hearing. Both of the managers confirmed that the tenant cut off communication with them and only wanted to deal with the owner and that the tenant did not sign the condition inspection report on June 1, 2015 as the tenant wrote on the form. . The owner reiterated that she and the tenant agreed to delay the final “signing off” of the condition inspection until further inquiries had been made about removing the “crazy glued” cutting board from the counter top and give the tenant an opportunity to repair the drape panel by mending it. The owner and the managers stated numerous times that they were working in good faith with the tenant and were trying to resolve the matter without having to go to arbitration. The owner and the mangers stated the cost of repairing the countertop far exceeded the security deposit but were willing to be flexible and work it out.

The tenant stated that it’s a very simple matter, the landlord did not return the security deposit in 15 days and that they are entitled to double.

After reviewing the documentation and considering the testimony of the parties I am satisfied that the parties came to an agreement in delaying the final tally of charges and the final “signing off” of the condition inspection report. The landlord was under the assumption that she and the tenant were working out these issues together and that the tenant would not turn around and then attempt to seek the return of double the security deposit. This is clearly an instance where the doctrine of estoppel applies. In law, the doctrine of estoppel is when a court prevents a litigant from taking an action the litigant normally would have the right to take, in order to prevent an inequitable result. Estoppel occurs when a party reasonably relies on the promise of another party; in this case the owner relied on the tenants’ agreement for her to make inquiries into the costs of repairing the countertop. I find the parties were in agreement to delay the finalizing of

the move out condition inspection report. The result was the tenant has received the amount of the security deposit that was agreed to and that the landlord withheld the amount for damages as agreed to.

The tenant is not entitled to the return of double the security deposit. The tenant has received the amount of the security deposit that they were entitled to. The tenant has not been successful in this application.

Conclusion

The tenants' 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: December 02, 2015

Residential Tenancy Branch

