



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF, MNDC

Introduction

This decision deals with two applications for dispute resolution, one brought by the tenant(s), and one brought by the landlord. Both files were heard together.

The landlord's application is a request to retain \$677.57 of the tenant security deposit and a request for recovery of her \$50.00 filing fee.

The tenant's application is a request for a monetary Order for \$1550.00 and a request for recovery of their filing fee.

Issue(s) to be Decided

The first issue I dealt with was whether or not the tenants had fully participated in the moveout inspection and whether or not they had forfeited their right to the return of their security deposit.

Background and Evidence

The moveout inspection took place on June 30, 2015 however the landlord has argued that the tenants failed to sign the moveout inspection report at the time of the inspection, and even though they were given other opportunities to come and sign the report the tenants refused to do so.

The tenants argued that the female tenant had sign the report when she put her name on the report in the section that states "I _____ agree that this report fairly represents the condition of the rental suite", because that is her normal signature that she put there.

Analysis

It is my finding that putting your name in the section that states "I _____ agree that this report fairly represents the condition of the rental suite", does not constitute signing the report, it

simply indicates the name of the person who is agreeing that the report represents the condition of the rental suite.

Section 35(4) of the Residential Tenancy Act states:

35(4) Both the landlord and tenant must sign the condition inspection report

Further section 36 of the Residential Tenancy Act states:

36(1) The right of a tenant to the return of a security deposit or a pet damage deposit, or both, is extinguished if

(a) the landlord complied with section 35 (2) [*2 opportunities for inspection*], and

(b) the tenant has not participated on either occasion.

In this case, it is my finding that the tenants failed to fully participate in the moveout inspection since a requirement of that inspection is for the tenants to sign the condition inspection report and they failed to sign it, even though the landlord gave them ample opportunity to do so.

Therefore the tenants right to the return of their security deposit has been extinguished, and I therefore dismiss the tenants application and I allow the landlords application to retain the remainder of the security deposit..

Having found in favor of the landlord I also Order that the tenants pay \$50.00 to the landlord for recovery of her filing fee.

Conclusion

The tenant's application has been dismissed in full without leave to reapply.

I have allow the landlords application to retain the remainder of the tenants security deposit, and I have issued an Order for the tenants to pay \$50.00 to the landlord

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: January 05, 2016

Residential Tenancy Branch

