



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, OLC

Introduction

This was a hearing with respect to the tenants' application for the return of a security deposit and other relief. The hearing was conducted by conference call. The named tenant and the landlord called in and participated in the hearing.

Issue(s) to be Decided

Are the tenants entitled to a monetary award for the return of their security deposit including double the amount?

Are the tenants entitled to any other remedy?

Background and Evidence

The rental unit is an apartment in New Westminster. The tenancy started on October 15, 2008. The tenants paid a security deposit of \$900.00 at the start of the tenancy. In 2012 they also paid a pet deposit of \$900.00.

The tenants applied on December 18, 2015 for the return of their security deposit and pet deposit. The tenants requested payment of double the amount of the deposits. In the application for dispute resolution the tenant said that the tenants didn't receive a copy of an inspection report within the 15 days of the landlord receiving forwarding address on final walkthrough.

The tenants moved out of the rental unit on November 15, 2015 without providing notice. The tenant, T.M. met the landlords at the rental unit on December 2, 2015 to hand over keys and conduct a move out inspection. The landlords submitted a copy of the move-out condition inspection report. The landlord testified that the tenant, T.M. attended the inspection and agreed that there was extraordinary damage to

the rental unit. the landlord testified that the tenant signed the condition inspection report and signed the condition inspection report authorizing the landlords in writing to keep the full amount of the security deposit and pet deposit as compensation for the damage to the rental unit and the cost of cleaning and repairs. The landlords did not make any claims with respect to the deposits because the tenant agreed in writing that the landlords would retain them in full.

The landlord said that she received the tenants' application for dispute resolution on December 22, 2015 and immediately sent the tenants a copy of the condition inspection report.

The tenant acknowledged at the hearing that she received the condition inspection report shortly after December 22, 2015.

Analysis

The documentary evidence and the testimony of the parties at the hearing established that the tenant signed the condition inspection report on December 2, 2015 and authorized the landlords to retain the full amount of the tenants' security deposit and pet deposit on account of damage to the rental unit and for the cost of cleaning and repairs. Because the tenant authorized the landlord in writing to retain the deposits, I find that there is no basis for the tenants' claim for the return of the deposits and the tenants' application is therefore dismissed without leave to reapply.

Conclusion

The tenants' application 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: July 21, 2016

Residential Tenancy Branch

