



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNSD, MNDC, FF

Introduction

This hearing was scheduled in response to the tenants' Application for Dispute Resolution, in which the tenant has requested a monetary order for return of double the security deposit and to recover the filing fee from the landlord for the cost of this Application for Dispute Resolution.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the evidence and testimony provided.

Issue(s) to be Decided

Is the tenant entitled to return of double the deposit paid less a sum previously returned?

Background and Evidence

The tenancy commenced on August 1, 2012. The landlord was holding a security deposit in the sum of \$350.00. The tenancy ended on April 30, 2014.

A move-in inspection report was completed on July 26, 2013 and a move-out inspection was held on April 30, 2014.

The landlord uses an inspection form that has been designed by a landlord organization.

On the last day of the tenancy agreement the tenant signed the condition inspection report in the section that states:

"do not agree that this report fairly represents the condition of the rental unit for the following reasons...."

(Reproduced as written)

The tenant did not record any reasons for his disagreement.

At the bottom of the page the landlord has calculated the sum that will be deducted from the security deposit, for carpet and window cover and carpet and other cleaning plus screen door damage. The tenant then signed this section of the report, which states:

"I agree with the amount noted above and authorize deduction of any Balance Due Landlord from my Security Deposit....."

(Reproduced as written)

The tenant said that at the time he signed the report he understood the landlord would be returning \$105.50, which he confirms was received within the correct time limit. The tenant understood he would need to apply for dispute resolution to obtain the balance of his deposit.

The tenant referenced Residential Tenancy Branch policy which indicates that cleaning under appliances is not required unless they are on rollers. The screen door was damaged by the wind, "natural force" referenced in policy, would not require the tenant to repair the screen. The tenant submitted evidence that he had the window covering cleaned. The tenants supplied a receipt issued on April 19, 2014 for \$100.00 in cleaning costs. On April 25, 2014 another cleaning receipt in the sum of \$80.00 was supplied as evidence that the unit was cleaned at the end of the tenancy.

The tenant said he was told to sign at the bottom of the inspection report and that he would get a cheque. The tenant said he was upset at the time but signed the inspection report; he said the unit was immaculate and that he agreed to a carpet cleaning deduction only. The tenant had disagreed with the landlords' assessment of the unit.

The landlord said the tenant signed the inspection report and never said anything other than he did not agree with the landlords' assessment of the damage.

Analysis

From the evidence before me I find, on the balance of probabilities, that when the tenant signed the condition inspection report on April 30, 2024 he disagreed with the landlords' assessment of the state of the unit. However, the tenant failed to record any reasons for his disagreement. There is a section on the report that allows a tenant to provide an explanation for any disagreement but the tenant did not complete that section. The tenant said he was upset at the time he signed the report but did not supply any evidence in support of duress.

The tenant then signed at the bottom of the inspection report, agreeing with the amounts that were to be deducted from the security deposit. The tenant felt he had to

sign the report, despite the notation in this section of the report that he was agreeing to deductions from the deposit.

Within 15 days, as required by section 38 of the Act, the landlord returned the balance of the deposit to the tenant.

I have considered the tenants' submission that he felt upset at the time he signed the inspection report against the fact that he signed agreeing to deductions and find, on the balance of probabilities that the agreement for deductions is of full force. The tenant provided no reason for his disagreement, as prompted by the form. Therefore, I find that the landlord complied with the Act by obtaining written agreement for deductions from the deposit at the end of the tenancy and returning the balance due to the tenant promptly. The tenant signed immediately below the section of the form that allowed the landlord to retain funds from the deposit and the tenant understood only a portion of the deposit would be returned.

Therefore, I find that the tenants' application is dismissed.

I note that the inspection report utilized by the landlord does not provide a clear separation between the tenants' agreement or disagreement on the state of the unit and any deductions that may be made, from the section where the forwarding address is provided. I raised this during the hearing. Although I did not find that the tenant was confused as to what he agreed to in this case, I refer the landlord to the Residential Tenancy Branch copy of the condition inspection report which can be found at:

[file:///C:/Users/jhendric/Downloads/rtb27%20\(1\).pdf](file:///C:/Users/jhendric/Downloads/rtb27%20(1).pdf)

Conclusion

The application is dismissed.

This decision is final and binding and 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: September 06, 2016

Residential Tenancy Branch

