



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This is an application brought by the tenant requesting a monetary order for return of her full security deposit plus interest, less \$9.17 that she agreed to allow the landlords to deduct.

A substantial amount of documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All parties were affirmed.

Issue(s) to be Decided

The issue is whether or not the applicant has established monetary claim against the respondents, and if so in what amount.

Background and Evidence

The parties agree that the tenant had paid a total of \$1000.00 in security/pet deposits, \$900.00 of which was paid in 2005, and \$100.00 of which was paid in 2012.

The tenant testified that the landlord did not return the agreed-upon amount of the security/pet deposit, claiming that she had only agreed to pay the landlord for a broken vent, however the landlord made numerous other deductions from the deposit.

The tenant further testified that the landlords added some other information on the moveout inspection report after she had signed, that make it look like she was agreeing to more deductions than she had.

The tenant is therefore requesting an order for the landlord to return the full security/pet deposit, plus interest, less \$9.17 that she has agreed be deducted for the cost of a vent that was damaged during the tenancy.

The landlords testified that they did not add anything to the moveout inspection report and that everything on the moveout inspection report was there when the tenant signed it.

The landlords further testified that, since the tenant had agreed to deductions from the security deposit on that report, they made those deductions and return the remaining \$299.70 to the tenant.

Analysis

Obviously I was not present when the moveout inspection report was completed and signed, and therefore I have no way of knowing whether or not anything was added to the report after the tenant signed it, however, it is my finding that, either way, the moveout inspection report is not clear on what amount of money is to be deducted from the security deposit.

It is my decision therefore that I am going to issue an order for the return of the full deposit, plus interest, less the \$9.17 that the tenant has agreed to pay for the damaged vent.

This decision, however, does not prevent the landlords from filing their own monetary claim against the tenant if the landlords believe the tenant left the rental unit in need of repairs; it only prevents the landlords from claiming against the security deposit.

Further, it is also my decision that I will not order recovery of the tenants filing fee, because again, since the moveout inspection report is vague on how much, if any, the tenant had agreed to allow the landlords to deduct, the landlords may have believed that their deductions had been authorized by the tenant.

Therefore the total amount I have allowed is as follows:

Security/pet deposit paid	\$1000.00
Interest on deposits	\$31.86
Minus cost of damaged vent	-\$9.17
Total	\$1022.69

Conclusion

Pursuant to sections 38 and 67 of the Residential Tenancy Act, I have issued a monetary order in the amount of \$1022.69.

The tenant's application for recovery of the \$100.00 filing fee 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: May 09, 2017

Residential Tenancy Branch