



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNSD, FF

### Introduction

This matter dealt with an application by the Tenant for the return of double the security deposit and to recover the filing fee for this application.

The Tenant said he served the Landlord with the Application and Notice of Hearing (the “hearing package”) by registered mail on August 10, 2019. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenant’s hearing package as required by s. 89 of the Act and the hearing proceeded with both parties represented.

### Issues(s) to be Decided

1. Is the Tenant entitled to the return of double the security deposit?

### Background and Evidence

This tenancy started on June 1, 2011, as a month to month tenancy. The tenancy ended June 30, 2019. Rent was \$1,382.50 **\$1,332.50** per month payable on the 1<sup>st</sup> day of each month. The Tenants paid a security deposit of \$625.00 on May 3, 2011. The Tenant said no move in or move out condition inspection reports were completed and signed with him. The Landlord said condition inspection reports were completed on June 1, 2011 and June 29, 2019 with the female Tenant.

The Tenant said that he gave his notice to move out on June 15, 2019 and then moved out of the rental unit. The Tenant said the Landlord did not contact him about a move out inspection, but the Landlord did tell him that the Landlord was keeping the security deposit because of damage to the unit. The male Tenant said if he had been told about any damage he would have made repairs to the rental unit as the security deposit of \$625.00 was important to him and he was the tenant who paid the security deposit.

Further the male Tenant said the dates on the inspection report are not correct. The female tenant signed off on the security deposit on June 28, 2019 and the report is completed on June 29, 2019. The male Tenant said he questions if the report is real.

The Landlord said the female Tenant agree to give up the security deposit on June 28, 2019 because of damage in the rental unit and the move out inspection report was actually done on June 29, 2019. The Landlord said this may not look exactly right but that is how it happened. The Landlord said there was damage and the female tenant agreed on the report and in a letter that the Landlord could keep the full security deposit of \$625.00.

The Arbitrator asked why the female tenant was not at the hearing as she was the person who signed off on the security deposit. The male Tenant said the female tenant was his girlfriend but they are not together any more. The male Tenant said he understands that the female tenant may have authorized the Landlord to keep the security deposit but it is not right as he paid it. The male Tenant said he thought the Landlord had to do the inspections with him as he was the one who paid the deposit.

The Landlord started her closing remarks and the male Tenant left the conference call. The Landlord finished by saying the female tenant authorized her to retain the security deposit so she did.

### Analysis

Section 23 and Section 35 say the landlord and tenant together must inspect the condition of the rental unit at the start of the tenancy and at the end of a tenancy.

(a) on or after the day the tenant starts or ceases to occupy the rental unit, or

(b) on another mutually agreed day.

(2) The landlord must offer the tenant at least 2 opportunities, as prescribed, for the inspection.

(3) The landlord must complete a condition inspection report in accordance with the regulations.

(4) Both the landlord and tenant must sign the condition inspection report and the landlord must give the tenant a copy of that report in accordance with the regulations.

(5) The landlord may make the inspection and complete and sign the report without the tenant if

(a) the landlord has complied with subsection (2) and the tenant does not participate on either occasion, or

(b) the tenant has abandoned the rental unit.

I find that the Landlord and the female Tenant did complete the move in condition inspection report on May 3, 2011 and the move out condition inspection report on June 29, 2019 when the tenancy ended. A landlord is responsible to complete the reports with one of the tenants on a tenancy agreement as tenants may act jointly or severally in tenancy agreements. When the Landlord completed the move out condition inspection report, as required by the Act, the female tenant gave the Landlord authorization to retain the full security deposit of \$625.00. I find the Landlord complied with the Act and is entitled to retain the security deposit. Further, I find the Tenant has not established grounds to be successful for the return of double the security deposit under section 38 of the Act. I dismiss the Tenant's application without leave to reapply.

Further as the Tenant was not successful in this matter, I order the Tenant to bear the cost of the filing fee of \$100.00 that he has already paid.

The Tenant may want to consult a lawyer as how to proceed in this matter as it appears to be a dispute between the tenants.

### Conclusion

The Tenant's application is dismissed without leave to reapply.

The Landlord is ordered to retain the Tenant's security deposit of \$625.00.

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: November 25, 2019

Correction November 26, 2019

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Residential Tenancy Branch