



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

### Dispute Codes

FFL MNDL-S

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- A monetary award for damages and loss pursuant to section 67;
- Authorization to retain all or a part of the security deposit pursuant to section 38; and
- Authorization to recover the filing fee from the tenants pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The landlord was represented by their agent. The tenant RW attended with counsel who confirmed they represented both named tenants.

As both parties were present service was confirmed. The parties each confirmed receipt of the other's materials. Based on the testimonies I find that each party was served with the respective materials in accordance with sections 88 and 89 of the *Act*.

### Issue(s) to be Decided

Is the landlord entitled to a monetary award as claimed?

Is the landlord entitled to retain all or a part of the security deposit for this tenancy?

Is the landlord entitled to recover the filing fee from the tenants?

### Background and Evidence

This periodic tenancy began in June, 2017 and ended July 31, 2019. A security deposit of \$825.00 and pet damage deposit of \$825.00 were collected at the start of the tenancy. The landlord has returned all but \$325.00 of the security deposit.

The parties participated in a move-out inspection on July 31, 2019 and a condition inspection report was signed. A copy of the inspection report was submitted into evidence. The report is signed by both parties and states that the amount of \$325.00 may be deducted from the security deposit for painting of the rental unit.

The tenant now submits that while they signed the condition inspection report they were bullied and intimidated into signing. The tenant says that they disagree that any amount should be deducted from the deposits. The tenant also gave evidence that the agent of the landlord who was in attendance at the move-out inspection indicated that signing the report did not mean that they were agreeing to the deduction of the amount indicated. The tenant also questions the validity of the invoice submitted into evidence by the landlord showing the amount of \$325.00 for work performed.

### Analysis

Section 38 of the *Act* requires the landlord to either return the tenant's security deposit in full or file for dispute resolution for authorization to retain the deposit 15 days after the later of the end of a tenancy or upon receipt of the tenant's forwarding address in writing.

In the present case the tenancy ended July 31, 2019 and the landlord filed their application for dispute resolution on August 13, 2019, within the 15 days provided under the *Act*.

Residential Tenancy Regulation 21 provides that:

In dispute resolution proceedings, a condition inspection report completed in accordance with this Part is evidence of the state of repair and condition of the rental unit or residential property on the date of the inspection, unless either the landlord or the tenant has a preponderance of evidence to the contrary.

I find the signed condition inspection report to be evidence of the state of repair of the rental unit as well as the intention of the parties to allow a deduction from the security deposit for this tenancy.

I do not find the tenant's evidence that they were pressured into signing to be supported in evidence. I find the tenant's evidence on this point to consist of subjective observations without the air of reality. Furthermore, I do not find the tenant's submission that they were informed by the landlord's agent that signing carried no legal obligations to be particularly credible. I find that there is insufficient evidence that the tenant was coerced into signing the condition inspection report and that it does not accurately represent the intention of the parties.

Much of the tenant's affidavit evidence pertains to complaints about the landlord's management of the property during the tenancy, and online complaints written by unrelated individuals. I find that this information is irrelevant to the matter at hand.

I accept the landlord's evidence that the cost of work to the rental unit was \$325.00 as shown in the invoice submitted. While the tenant questions the veracity of the receipt as it does not include a valid tax number, I do not find this to be a deficiency that invalidates the invoice.

I accept the landlord's evidence that the parties participated in a move-out inspection. I accept that the parties signed a condition inspection report wherein they agreed to a deduction of \$325.00 from the security deposit for this tenancy. I accept that the landlord has retained that amount, and returned the balance of the deposits to the tenants. Accordingly, I find that the landlord is authorized to retain \$325.00 of the security deposit as claimed.

As the landlord was successful in their application they are also entitled to recover the \$100.00 filing fee from the tenants.

### Conclusion

The landlord is authorized to retain \$325.00 of the security deposit for this tenancy.

I issue a monetary order in the landlord's favour in the amount of \$100.00. The tenants must be served with this Order as soon as possible. Should the tenants fail to comply

with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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: December 5, 2019

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Residential Tenancy Branch