



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      FFT, MNSD

### Introduction

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

- authorization to obtain a return of all or a portion of their security deposit pursuant to section 38; and
- authorization to recover the filing fee for its application from the landlord, pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. The parties acknowledged receipt of evidence submitted by the other. I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure; however, I refer to only the relevant facts and issues in this decision.

### Issue to be Decided

Is the tenant entitled to a monetary award equivalent to double the value of his security deposit as a result of the landlord's failure to comply with the provisions of section 38 of the *Act*?

Is the tenant entitled to recover the filing fee for this application from the landlord?

### Background, Evidence

The tenant's testimony is as follows. The tenancy began on March 1, 2018 and ended on November 30, 2019. The tenant was obligated to pay \$1010.00 per month in rent in advance and at the outset of the tenancy the tenant paid a \$505.00 security deposit and a \$505.00 pet deposit. The tenant testified that a written condition inspection report was conducted at move in and move out. The tenant testified that he provided his forwarding

address by registered mail on December 31, 2019. The tenant testified that the landlord returned \$956.27 but held \$53.73 back for unpaid utilities. The tenant testified that as there wasn't damage to the unit, he doesn't feel that any money should be withheld from the "damage deposit". The tenant is seeking the return of double his deposits  $\$1010.00 \times 2 = \$2020.00$  minus the  $\$956.27 = \$1063.73$ . The tenant is also seeking the recovery of the \$100.00 filing fee for a total monetary claim of \$1163.73.

The landlords testified that the tenancy agreement clearly shows that the tenant was to pay a portion of the utilities. The landlords testified that the move out condition inspection shows that the tenant owed \$53.73 for unpaid utilities to which the tenant signed off on.

### Analysis

While I have turned my mind to all the documentary evidence and the testimony of the tenant, not all details of the respective submissions and arguments are reproduced here. The principal aspects of the tenant's claim and my findings around each are set out below.

The landlord provided a signed copy of the move in and move out condition inspection report. On that report it states that \$53.73 is owing for unpaid utilities. The report also shows that the tenant signed the report without making any notations that he disputed the claim anywhere on the form. Based on the documentation before me, I find that the tenant was fully aware of the outstanding utilities cost and knowingly signed and accepted the amount sought by the landlord. I further find that the tenant was given the appropriate amount of his deposit back. The tenant is not entitled to any further amount regarding the deposit.

The tenant has not been successful in this application.

### Conclusion

The tenant's application is dismissed in its entirety without leave to reapply.

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: June 29, 2020

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Residential Tenancy Branch