

DECISION

Dispute Codes

MNDC, MNSD

Introduction

Some documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all 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 testimony was taken under affirmation.

Issues(s) to be Decided

This is a request for a monetary order for \$315.00

Background and Evidence

The applicant testified that:

- He paid a the security deposit \$400.00 on December 9, 2008.
- At the end of the tenancy the landlords agreed to return all but \$80.00 of the security deposit which he agreed they could keep for carpet cleaning.
- When the cheque came from the landlord the landlord had only refunded \$170.00.

He is therefore requesting an order that the remainder of the security deposit plus interest be returned double.

The landlord testified that:

- At the end of the tenancy the tenants signed an agreement that \$225.00 would be deducted from the security deposit.
- He agreed to the \$225.00 deduction both on the move-out inspection report and on a separate sheet that showed the breakdown of the charges.
- The landlords therefore deducted the \$225.00 from the security deposit plus interest and returned a total of \$175.34 , not \$170.00, to the tenant which included the balance of the security deposit plus interest.

The respondent is therefore requesting this application be dismissed

In response to the landlords claim the applicant testified that:

- He did sign both of the documents referred to by the landlord, however when he signed them they had not yet been filled out.
- The building manager informed him that the only deduction would be for carpet cleaning.

Analysis

I have reviewed the documents provided by the landlord and it is my finding that the landlord has shown that the tenant did agree to a \$225.00 deduction from his security deposit.

The applicant has not met the burden of proving that the documents were signed before they were filled in however even if the applicant did sign the documents before they were filled in he did so at his own peril, because when it comes to an issue such as this there is no way to prove when the documents were signed.

Conclusion

This application is dismissed in full 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: April 27, 2010.

Dispute Resolution Officer