



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes: MNSD

Introduction

This hearing dealt with an application by the tenant for a monetary order for the return of the security deposit. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be Decided

Is the tenant entitled to the return of the security deposit?

Background and Evidence

The tenancy started on January 31, 2010 and ended on September 30, 2010. Prior to moving in the tenant paid a security deposit of \$300.00.

On September 28, 2010 both parties conducted a move out inspection. The tenant agreed that she had signed the inspection report. In the report, the tenant allowed the landlord to retain the entire security deposit of \$300.00.

The tenant argued that she had had the carpets professionally cleaned and that there was no odour of cat urine. The landlord stated that the odour was strong and he had to change the underlay of the carpet. The landlord stated that the move out inspection was conducted after the carpet had been cleaned professionally and the odour was still present in the rental unit.

The tenant stated that she was upset at the landlord's insistence on the presence of the odour and even though she signed away the security deposit, she did so reluctantly.

The landlord filed a copy of the inspection report and served a copy of this evidence on the tenant. The tenant confirmed that she had received a copy of the inspection report and she also confirmed that she had signed in agreement that the landlord could retain the entire security deposit.

Analysis

Based on the sworn testimony of both parties, I find that the tenant agreed in writing to allow the landlord to retain the security deposit. Therefore, I find that the tenant is not entitled to the return of the security deposit.

Conclusion

The tenant's application is dismissed in its entirety.

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 01, 2011.

Residential Tenancy Branch