

## **DECISION**

**Dispute Codes:** MNSD, FF

### **Introduction**

This is the Tenant's application for return of the security and pet deposits; and to recover the cost of the filing fee from the Landlord.

The parties gave affirmed testimony and the Hearing proceeded on its merits.

### **Issues to be Decided**

- Is the Tenant entitled to return of the pet and security deposits in the amount of \$1,100.00?

### **Background and Evidence**

This tenancy started on December 1, 2008 and ended on November 1, 2009. The Tenant paid a security deposit in the amount of \$550.00 and a pet deposit in the amount of \$550.00 on November 25, 2008.

The Tenant testified that there was no move-in inspection or move-out inspection done. The Tenant stated that he did not agree that the Landlord could retain any of the security or pet deposits.

The Landlord testified that the Tenant moved out of the rental unit without participating in a Condition Inspection Report. The Landlord testified that the Tenant had caused damage to the rental unit, and had not left the rental unit in a reasonable state of cleanliness at the end of the tenancy. The Landlord provided photographs of the rental unit in evidence.

### **Analysis**

This is the Tenant's application against the security and pet deposit. The Landlord gave testimony that the Tenant had caused damage to the rental unit. The Landlord has not filed an application for damages to the rental unit and is at liberty to do so, should she so desire.

A security deposit is held in trust for a Tenant, to be applied in accordance with the provisions of Section 38 of the Act. If a Tenant does not agree that the Landlord may withhold a portion, or all, of the security deposit, the Landlord must repay the security deposit to the Tenant, or file an application against the security deposit within 15 days of the later of the end of tenancy, or the date the Tenant provides his forwarding address. In this situation, the Tenant did not agree that the Landlord could keep any of the security deposit, and the Landlord has not returned the security deposit to the Tenant, or filed against it.

Therefore, I order the Landlord to return the security and pet deposits to the Tenant, together with accrued interest in the amount of \$1.67, for a total of \$1,101.67.

The Tenant has been successful in his application and is entitled to recover the cost of the filing fee in the amount of \$50.00 from the Landlord.

I hereby provide both parties with a copy of *A guide for Landlords and Tenants in British Columbia*.

### **Conclusion**

I hereby grant the Tenant a Monetary Order in the amount of \$1,151.67 against the Landlord. This Order must be served on the Landlord and may be filed in the Provincial Court of British Columbia (Small Claims) 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: April 9, 2010.

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