

DECISION

Dispute Codes MNSD, FF

Introduction

This is an application by the Tenant for a monetary order for the return of all or part of the pet damage deposit or security deposit and the recovery of the filing fee.

The Tenant appeared at the hearing by conference call and gave undisputed affirmed testimony. The Landlord did not attend.

Issue(s) to be Decided

Is the Tenant entitled to a monetary order?

Background and Evidence

The Tenant states that this tenancy began on January 1, 2010 on a 6 month fixed term tenancy until June 30, 2010 as shown in the submitted signed tenancy agreement. The monthly rent was \$1,100.00 payable on the 31st day of each month. The Tenant paid a pet damage deposit of \$550.00 and a security deposit of \$550.00 on January 31, 2009.

The Tenant gave written notice to end the tenancy on August 31, 2010 as shown on the copy of the note submitted into evidence. The same notice also states that the end of tenancy will be September 31st, 2010 and also provides the forwarding address on this notice. The Tenant states that the Landlord resides at the main level of the rental unit building. The Tenant states that no condition inspection report for the move-in or the move-out were ever completed and that on September 30, 2010 that new Tenants were moving in simultaneously as she was moving out.

Analysis

I am satisfied that the Tenant has properly served the Landlord with the notice of hearing and evidence documents by registered mail on October 24, 2010. The Tenant states that the mailing was sent to the rental unit address as the Landlord lives on the main level. The Landlord has not returned the pet damage deposit or the security deposit within the allowed 15 days as per the RTA, nor has he filed an application for dispute resolution regarding this issue.

I note for the record that there are minor date discrepancies regarding the signed tenancy agreement, that not every month has a 31st day. I find that this has no bearing on the decision and that the dates in question should be the 30th day of that month (the last day of the month).

I find that the Tenant has established a claim for the \$550.00 pet damage deposit and the \$550.00 security deposit. The Tenant is also entitled to the recovery of the \$50.00 filing fee. I grant an order to the Tenant under section 67 for \$1,150.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Tenant is granted a monetary order for \$1,150.00.

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: February 23, 2011.

Residential Tenancy Branch