



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes: ○

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act*. At the end of tenancy, the tenant asked for the return of a pet deposit. The landlord had no recollection of having received a deposit and the tenant did not have any evidence of having paid one. The landlord applied to have this matter resolved.

The notice of hearing was served on the tenant on November 25, 2010, by registered mail to the forwarding address provided by the tenant, to the landlord. The landlord filed a tracking number. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

Issues to be decided

Did the tenant pay a pet deposit? If so is he entitled to the return of this deposit?

Background and Evidence

The tenancy started on July 01, 2009 and ended on October 31, 2010. Prior to moving in the tenant paid a security deposit of \$575.00.

On November 14, 2010, a move out inspection was conducted in the presence of both parties. A deduction was made off the security deposit, with the consent of the tenant. A few days later, the landlord delivered a cheque for the return of the security deposit to the tenant. The tenant called back the next day to request the return of a pet deposit.

The parties discussed the issue of whether a pet deposit was paid and both agreed to check their records. The landlord advised the tenant that he would return it, if it was paid, but he had no record of having received it. The tenant also did not have a record of having paid it. The landlord contacted the tenant a few times to discuss the problem and upon being unsuccessful at resolving the issue, he filed this application.

Analysis

Based on the undisputed sworn testimony of the landlord, I find that on a balance of probabilities it is more likely than not that the tenant did not pay a pet deposit.

Conclusion

The landlord does not owe the tenant any funds towards the tenant's request for the return of a pet deposit.

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: March 30, 2011.

Residential Tenancy Branch