

DECISION

Dispute Codes MNSD, FF

Introduction

Both parties have filed applications. The Tenant is seeking the return of double the pet damage and security deposits and recovery of their filing fee. The Landlord is seeking to keep all of the pet damage and security deposits against damage to the unit and recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony.

At the beginning of the hearing, the Landlord indicated that the notice of hearing package and evidence was sent by registered mail and was returned by Canada Post as unclaimed. The Tenant has provided a photocopy of the returned package that is addressed to the Tenant and returned as unclaimed. The Tenant disputes this stating that no notices were left. I find based upon the evidence submitted by the Landlord that the Tenant was properly served with the notice of hearing and evidence packages. In absence of any evidence from the Tenant, I find that the Tenant was deemed served with the package 5 days after the July 29, 2011 date sent. The Landlord's evidence will be considered and described to the Tenant to respond to during the hearing.

Issue(s) to be Decided

Is the Tenant entitled to a monetary order for the return of double the pet damage and security deposits?

Is the Landlord entitled to a monetary order for the pet damage and security deposit against damage to the unit?

Background and Evidence

This Tenancy started on September 1, 2010 on a fixed term tenancy and then thereafter on a month to month basis. The Tenancy ended as a result of a 1 month notice to end tenancy for cause dated April 30, 2011 with a vacate date of June 1, 2011. The monthly rent was \$1,200.00 and was payable on the 1st of each month. A pet damage deposit of \$200.00 and a \$600.00 security deposit are held in trust by the Landlord.

The Tenant states that the Tenancy ended near the end of May 2011 and a forwarding address in writing was sent to the Landlord in a letter dated June 7, 2011. The Landlord disputes this. The Tenant states that the forwarding address was given to the Landlord's son, Loyd who lives in the upstairs unit of the rental property. The Landlord has confirmed receiving the forwarding address in writing on June 8, 2011 from his son, but disputes that he was not personally served with the notice as the letter was signed by the Tenant, T.E.F. (who is a legal occupant) instead of either Tenant's listed on the signed tenancy agreement. The Tenant disputes this stating that the Landlord knew that she was a Tenant and that one of the Legal Tenant's names was listed on the letter. The Landlord has confirmed that occupant, T.E.F. was a Tenant and that she was not listed on the tenancy agreement.

The Landlord is seeking compensation for damage to the unit. The Landlord claims that the Tenant failed to attend for the condition inspection report for the move-out. The Landlord relies on an incomplete condition inspection report and photographic evidence. The Tenant disputes the report and the photographs, but has not offered any evidence in support of these disputes. The Landlord is seeking to claim the dump fee charge of \$8.22 from the Cowichan Valley Regional District for the garbage that was collected and removed by the Landlord. The Landlord is also seeking carpet cleaning costs of \$168.00 from Ding's Pro Clean and \$382.08 for the replacement of the damaged floors from the HomeDepot Receipt submitted. The Landlord is seeking recovery of the costs for rekeying the rental unit based upon the quote from Prices Security Locksmiths for \$156.15. The Tenant disputes these claims, but has not offered any evidence in dispute. The Tenant stated in direct testimony that the keys were never returned to the Landlord and that she still holds the keys to the rental unit.

Analysis

As both parties have attended the hearing and has referred to the evidence submitted, I find that each has been properly served with the notice of hearing and evidence packages.

Based upon the direct testimony of the Landlord, I find that the forwarding address in writing was received by the Landlord on June 8, 2011. The letter refers to the Tenancy and the Landlord stated in his direct testimony that he attempted to make telephone contact from the information on the letter. The Landlord did not return the pet damage or security deposit within 15 days after the Tenancy ended or when the forwarding address in writing was received. The Landlord did not file for dispute resolution until July 26, 2011. I find based on this that the Tenant is entitled to the return of double the pet damage deposit of \$200.00 and the \$600.00 security deposit. The Tenant has established a claim for \$1,600.00.

I find on a balance of probabilities on the evidence submitted by the Landlord that he has established a claim for compensation for damage caused by the Tenant. The Landlord is entitled to the dump fee charge of \$8.22, \$168.00 for carpet cleaning, \$382.08 for the replacement of flooring and \$156.15 for rekeying the locks, for a total of \$714.45.

As both parties have been successful in their applications, I decline to make an order for recovery of their filing fees.

The Tenant's awarded claim \$1,600.00 and the Landlord's awarded claim is \$714.45. The Tenant is granted a monetary order under section 67 for the balance due \$885.55. 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 \$885.55.

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: October 18, 2011.

Residential Tenancy Branch