



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, MNSD, FF

### Introduction

Some documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

### Issue(s) to be Decided

This is a request for an order for return of double the \$540.00 pet deposit, for a total of \$1080.00. The applicant is also requesting recovery of the \$50.00 filing fee.

### Background and Evidence

The applicant testified that:

- At the beginning of the tenancy they paid a pet deposit of \$540.00.
- The tenancy ended on March 31, 2012, and the landlord was given a forwarding address in writing on March 30, 2012.
- To date the landlord has not returned the pet deposit and therefore he is requesting an order for return of double the pet deposit as required by the Residential Tenancy Act.

The landlord testified that:

- The tenant did pay a pet deposit of \$540.00, however the tenant's cat disappeared shortly after the tenancy began, and therefore at the end of the first one year lease he returned the pet deposit in cash to the tenant.

- They also believe the tenants claim is outside the two-year time limit because the original lease ended on April 30, 2010 and this application was not filed until June 11, 2012.
- They therefore ask that the full claim be dismissed.

In response to the landlord's testimony the tenant testified that:

- Each time they signed a new lease with the landlord, he requested the return of the pet deposit, however it never was returned.
- The pet deposit was not returned in cash ever.

### Analysis

First of all is my finding that the application for dispute resolution is not outside the time limit set by the Residential Tenancy Act.

The tenants have the right to file a claim within two years of the date the tenancy ends and this tenancy did not end until March 31, 2012.

The tenancy did not end at the end of the first tenancy agreement, and in fact two subsequent agreements were signed and the tenancy continued.

Secondly it is my finding that the landlord has not met the burden of proving that the pet deposit was returned to the tenant in cash. The burden of proving a claim lies with the person making the claim and when it is just that persons word against the word of the other that burden of proof is not met. In this case although landlord claims to have returned the pet deposit in cash to the tenant, the tenant denies ever receiving the pet deposit back and therefore the landlord has not met the burden of proving that claim.

The Residential Tenancy Act states that, if the landlord does not either return the pet deposit, get written permission from the tenant to keep the pet deposit, or apply for dispute resolution within 15 days after the later of the date the tenancy ends or the date the landlord receives the tenants forwarding address in writing, the landlord must pay the tenant double the amount of pet deposit.

The landlord has not met the burden of proving that he returned the tenants pet deposit nor has the landlord applied for dispute resolution to keep any or all of tenant's pet deposit and the time limit in which to apply is now past. The tenants have not given the landlord any written permission to keep the pet deposit.

This tenancy ended on March 31, 2012 and the landlord has admitted that he had a forwarding address in writing by March 30, 2012, and there is no evidence to show that the tenant's right to return of the deposit has been extinguished.

Therefore the landlord must pay double the amount of the pet deposit to the tenant.

The tenant paid a deposit of \$540.00, and therefore the landlord must pay \$1080.00 to the tenant.

I also order recovery of the \$50.00 filing fee.

### Conclusion

I have issued an order for the respondent to pay \$1130.00 to the applicants.

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: August 14, 2012.

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Residential Tenancy Branch