



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: MNSD

### Introduction

This hearing was scheduled in response to an application by the tenants for a monetary order reflecting compensation for the return of the pet damage deposit. Both parties attended and gave affirmed testimony.

### Issue(s) to be Decided

Whether the tenants are entitled to the above under the Act, Regulation or tenancy agreement.

### Background and Evidence

There is no written tenancy agreement in evidence for this tenancy which began on April 1, 2012. Monthly rent of \$750.00 was due and payable in advance on the first day of each month. There is no dispute between the parties that a security deposit of \$325.00 was collected. As to a pet damage deposit, while the tenants testified that one in the amount of \$325.00 was also collected, the landlords testified that it was not.

In regard to the method of payment, the landlords testified that payment of the security deposit was by way of cheque. The tenants testified that payment of both deposits was by way of cash. There are no cancelled cheques or receipts before me in evidence.

By letter dated September 29, 2012, the landlords instructed the tenants to vacate the unit by no later than December 1, 2012. This instruction was the result of the local government's notice to the landlords that the circumstances of the rental unit contravened a bylaw. Subsequently, by letter dated October 15, 2012, a copy of which is not in evidence, the tenants gave notice of their intent to vacate the unit at the end of October. Thereafter, the tenants vacated the unit on November 5, 2012. Rent was paid to the end of October 2012.

By letter dated November 15, 2012, the tenants informed the landlords of their forwarding address and requested the return of their security and pet damage deposits. By cheque dated November 15, 2012 the landlords reimbursed the tenants for ½ the security deposit of \$187.50 ( $\$325.00 \div 2$ ). The tenants testified that they were satisfied that the landlords retained the balance of the security deposit of \$187.50 as payment of rent for the period of November 1 to 5, 2012. However, the tenants argue that they are still entitled to repayment of the pet damage deposit in the full amount of \$325.00.

### Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)

As set out above, while the parties agree that a security deposit was collected, they presented conflicting testimony around whether or not a pet damage deposit was also collected, and around the method by which the security deposit (and / or a pet damage deposit) was paid. The parties testified that they are satisfied with the final disposition of the security deposit.

In the absence of any conclusive documentary evidence in support of the tenants' claim that a pet damage deposit was collected, I find that their application seeking its return must be dismissed.

### Conclusion

The tenants' application is hereby dismissed.

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 4, 2013

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Residential Tenancy Branch

