



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, FF

### Introduction

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

Both parties attended the hearing by conference call and gave testimony. The Landlord has confirmed receipt of the notice of hearing package. The Landlord states that he has only received a copy of the signed tenancy agreement submitted by the Tenant. The Tenant has confirmed that the two page typed letter and copies of cancelled cheques were not provided to the Landlord. The Landlord has not submitted any documentary evidence. The Tenant did not provide a reason as to why these documents were not provided to the Landlord. The Tenant then indicated that the missing documents could be excluded from the hearing. The Landlord did not object. The missing documents are excluded and only the copy of the signed tenancy agreement shall be reviewed. As such, I am satisfied that both parties have been properly served with the notice of hearing package and the submitted documentary evidence.

During the hearing the Landlord stated that the address provided by the Tenant on the Application for dispute was incorrect and provided the correct address for service of the decision. The Application and any subsequent documents shall be amended to reflect this address change.

### Issue(s) to be Decided

Is the Tenant entitled to a monetary order?

### Background and Evidence

This Tenancy began on November 1, 2010 on a fixed term tenancy ending on October 31, 2011 and then thereafter on a month to month basis as shown by the submitted

copy of the signed tenancy agreement. The Tenancy ended on April 30, 2012. The Agreement shows that the monthly rent was \$1,700.00 payable on the 1<sup>st</sup> of each month and a security deposit of \$850.00 and a pet damage deposit of \$850.00 were paid on September 14, 2010.

The Tenant states that at the end of the Tenancy the Landlord did not return the pet damage deposit because the Landlord had no record of the Tenants paying it. The Tenants could not find their copy of the signed tenancy agreement at the time and did not apply for the return of it until it was found on March 13, 2013. The Landlord states that he requires proof that the Tenant paid the pet damage deposit. The Tenant relies on the copy of the signed tenancy agreement on page 3 of 6 which states that the Tenant is required to pay a pet damage deposit of \$850.00. The Landlord disputes this stating that there were no records of a pet damage deposit being paid. The Landlord states that a record for the \$850.00 security deposit exists and that it was dealt with. The Tenant states that the pet damage deposit was paid in cash to the Landlord's employee, J.L. The Landlord disputes this stating that no such payment was recorded by his accountant.

### Analysis

I find on a balance of probabilities that the Tenant did pay a pet damage deposit of \$850.00. The signed tenancy agreement clearly states that one was required just as a security deposit was paid. The Landlord disputes that there was no proof of payment for the pet damage deposit, but has confirmed payment of the security deposit. I find that as the signed tenancy agreement clearly shows that one was required, I find it unlikely that the Landlord did not pursue payment of such for this tenancy to continue over a two year period. The Landlord has not provided any evidence to show that the required pet damage deposit was waived or changed as per the submitted copy of the signed tenancy agreement. I prefer the evidence of the Tenant over that of the Landlord. The Tenant has established a monetary claim for \$850.00. The Tenant is also entitled to recovery of the \$50.00 filing fee. The Tenant is granted a monetary order for \$900.00. 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 \$900.00.

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: June 07, 2013

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Residential Tenancy Branch

