



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 353806 B.C. Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

### Dispute Codes:

MNR, MNSD, FF

### Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord requested a monetary Order for unpaid rent, to retain the security and pet deposits and to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

The tenant was present at the scheduled start of the hearing; 11 a.m. After 10 minutes the landlord had not entered the conference all hearing. At 11:11 a.m. I dismissed the landlord's application.

The landlord had applied to retain a pet and security deposit in the sum of \$425.00 each. The 1<sup>st</sup> page of the signed tenancy agreement supplied by the tenant indicated a \$425.00 deposit, plus a \$425.00 pet deposit was paid.

Evidence before me indicated that the landlord obtained the tenant's written forwarding address on May 31, 2013, as part of a move-out condition inspection report, a copy of which was supplied by the tenant. The tenant confirmed that his address remains the same. The landlord submitted an application against the deposits on June 4, 2013.

Residential Tenancy Branch policy suggests that when a landlord applies to retain the deposits, any balance of the deposits should be ordered returned to the tenant; I find this to be a reasonable stance.

Therefore, as the landlord's claim against the deposits is dismissed, I find that the tenant is entitled to return of the pet and security deposits.

I note that the landlord did not submit a claim for damage to the rental unit and, in particular, did not submit a claim for damage caused by a pet. Section 38(7) of the Act provides:

*(7) a landlord is entitled to retain an amount under subsection (3) or (4), a pet damage deposit may be used only for damage caused by a pet to the residential property, unless the tenant agrees otherwise.*

In the absence of a claim for damage caused by a pet, if the landlord fails to return the pet deposit within 15 days of receipt of the written forwarding address and the date the tenancy ended, section 38(6) determines that the deposit must be doubled. The landlord did make a claim for unpaid rent, but did not submit a claim for damage to the

rental unit. Therefore, within fifteen days of May 31, 2013; the date the tenancy ended and the written forwarding address was given, the landlord was required to return the pet deposit to the tenant.

Therefore, I find that the tenant is entitled to return of double the \$425.00 pet deposit plus the \$425.00 security deposit; totaling \$1,275.00.

Based on these determinations I grant the tenant a monetary Order in the sum of \$850.00. In the event that the landlord does not comply with this Order, it may be served on the landlord, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

### Conclusion

The landlord's claim is dismissed.

The tenant is entitled to return of double the pet deposit and return of the security 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: September 11, 2013

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Residential Tenancy Branch