



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Peak Property Management Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with the tenants' Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the tenant and the landlord.

Issue(s) to be Decided

The issue to be decided is whether the tenants are entitled to a monetary order for double the amount of the pet damage deposit and to recover the filing fee from the landlord for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The parties agree the tenancy began as a 1 year fixed term tenancy beginning on October 1, 2011 that converted to a month to month tenancy on October 1, 2012 for a monthly rent of \$1,600.00 due on the 1st of each month with a security deposit of \$800.00 and a pet damage deposit of \$800.00 paid. The tenancy ended on August 31, 2013.

The tenant testified she provided the landlord with their forwarding address during the move out Condition Inspection on September 2, 2013 and that the landlord returned the security deposit of \$800.00 which was received on September 16, 2013. The parties agree the landlord retained the \$800.00 pet damage deposit.

The landlord confirmed that he had informed his property manager that he did not want the deposits returned because the tenants had caused damage to the carpet in the basement of the rental unit.

Analysis

Section 38(1) of the *Act* stipulates that a landlord must, within 15 days of the end of the tenancy and receipt of the tenant's forwarding address, either return the security deposit or file an Application for Dispute Resolution to claim against the security deposit. Section 38(6) stipulates that should the landlord fail to comply with Section 38(1) the landlord must pay the tenant double the security deposit.

Based on the testimony provided by both parties I find the landlord received the tenants' forwarding address on September 2, 2013. As such the landlord had until September 17, 2013 to either return both deposits in full or to file an Application for Dispute Resolution claiming against either or both of the deposits.

As the landlord has not done either with the pet damage deposit I find the landlord has failed to comply with Section 38(1) and the tenants are entitled to double the amount of the pet damage deposit pursuant to Section 38(6).

Conclusion

I find the tenants are entitled to monetary compensation pursuant to Section 67 and grant a monetary order in the amount of **\$1,650.00** comprised of \$1,600.00 double the pet damage deposit and the \$50.00 fee paid by the tenant for this application.

This order must be served on the landlord. If the landlord fails to comply with this order the tenants may file the order in the Provincial Court (Small Claims) and be enforced as an order of that Court.

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 11, 2014

Residential Tenancy Branch

