



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Amos Realty & Property Management Limited
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD

Introduction

This is an application for a monetary order for the return of the pet deposit.

The applicant(s) testified that the respondent(s) were served with notice of the hearing by personal service on September 25, 2014; however the respondent(s) did not join the conference call that was set up for the hearing.

It is my finding that the respondent(s) have been properly served with notice of the hearing and I therefore conducted the hearing in the absence of the respondents.

All testimony was taken under affirmation.

Issue(s) to be Decided

As the applicant established monetary claim against the respondent and if so in what amount.

Background and Evidence

The applicant testified that at the beginning of the tenancy she paid a pet deposit of \$287.50 and at the end of the tenancy the landlord withheld that amount without her giving any consent to do so.

The applicant stated that the landlords sent a letter to her stating they were withholding \$287.50 as a lease breaking penalty, even though the landlords lost no rent whatsoever.

The applicant has provided a copy of the move-out inspection report which clearly shows that she did not sign the section agreeing to any deductions.

The applicant is therefore requesting an order for the landlord's to return her deposit double, as required by the Residential Tenancy Act.

Analysis

The Residential Tenancy Act states that, if the landlord does not either return the pet deposit, get the tenants written permission to keep all or part of 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 returned the tenants pet deposit or 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.

This tenancy ended on August 30, 2014 and the landlord was given a forwarding address in writing on September 2, 2014 on the move-out inspection report, 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 pet deposit of \$287.50 and therefore the landlords must pay \$575.00 to the tenant.

Conclusion

I have issued an order for the respondents to pay \$575.00 to the applicant.

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: January 20, 2015

Residential Tenancy Branch

