



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, RPP, FF

### Introduction

This hearing was convened by way of conference call concerning an application made by the tenant for a monetary order for return of all or part of the pet damage deposit or security deposit, for an order that the landlord return the tenant's personal property, and to recover the filing fee from the landlord for the cost of the application.

The tenant attended the hearing, gave affirmed testimony and provided evidentiary material in advance of the hearing. However, despite being served with the Tenant's Application for Dispute Resolution, evidentiary material and notice of this hearing by registered mail on December 10, 2014, no one for the landlord attended the call. The line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony and the only participant who joined the call was the tenant. The tenant has provided a copy of the Domestic Registered mail receipt stamped by Canada Post with that date, and I am satisfied that the landlord has been served in accordance with the *Residential Tenancy Act*.

All evidence and testimony provided has been reviewed and is considered in this Decision.

### Issue(s) to be Decided

- Has the tenant established a monetary claim as against the landlord for return of all or part of the pet damage deposit or security deposit?
- Has the tenant established that the landlord should be ordered to return the tenant's personal property?

### Background and Evidence

The tenant testified that this fixed term tenancy began on April 1, 2014, expired after 6 months and ultimately ended on November 11, 2014., although the tenant paid rent to the end of November, 2014. Rent in the amount of \$1,400.00 per month was payable in advance on the 1<sup>st</sup> day of each month and there are no rental arrears. On February 18, 2014 the tenant paid a security deposit in the amount of \$700.00 as well as a pet

damage deposit in the amount of \$700.00 which are both still held in trust by the landlord.

The tenant further testified that on November 17, 2014 the tenant delivered to the property manager's office a forwarding address of the tenant and left it in the mail slot. A copy of the note has been provided. The tenant has not heard from the landlord, but the property manager went to the tenant's office around November 24, 2014 and advised that the landlord would be looking after the deposits and that the property manager had personally delivered to the landlord the forwarding address. The property manager also told the tenant that any correspondence should be sent to the rental unit address.

The tenant further testified that no move-in or move-out condition inspection reports were completed.

The tenant had a vintage Harley Davidson model golf cart on the property, and spoke to the landlord about it on November 10, 2014. The landlord asked the tenant to make an appointment to pick it up but when the tenant went to the rental unit to get the balance of the tenant's belongings, the locks had been changed and the golf cart was gone. The tenant had paid rent to the end of November, 2014 so called the police and filled out a report. The tenant had to secure alternate accommodation and has provided a receipt for rent at another location dated November 11, 2014 in the amount of \$1,200.00.

The tenant claims \$5,000.00 being \$1,200.00 for the additional rent paid, \$2,800.00 for double the amount of the deposits and \$1,000.00 or recovery of the golf cart. The tenant would prefer to re-obtain the golf cart, and because of its age, does not have a receipt or an estimate of its worth, but has provided a photocopy of a photograph.

The tenant was permitted to provide by facsimile a copy of the cheque for the deposits after the hearing had concluded. A copy has been received, and it is a copy from an on-line image retrieval system of the tenant's financial institution in the amount of \$1,400.00 dated February 18, 2014 and shows that it was processed on February 28, 2014.

### Analysis

Firstly, the *Residential Tenancy Act* provides a landlord with 15 days to return a security deposit and pet damage deposit to a tenant from the date the tenancy ends or the date the landlord receives the tenant's forwarding address in writing, whichever is later. The *Act* also defines a landlord as the owner of the rental unit, the owner's agent or another person who, on behalf of the landlord permits occupation of the rental unit under a tenancy agreement or exercises powers and performs duties under the *Act* or the tenancy agreement. I accept the testimony of the tenant that the property manager, whom I find is an agent of the landlord, acknowledged to the tenant on November 24, 2014 that the note with the forwarding address had been received. I further accept the

undisputed testimony of the tenant that the landlord has not returned any portion of either of the deposits and the tenant is entitled to double recovery.

I am further satisfied in the evidence that the landlord changed the locks to the rental unit prior to the end of November, 2014 causing the tenant to pay an additional \$1,200.00 for alternate accommodation, and the tenant has set out a claim in that amount.

With respect to the golf cart, I find that \$1,000.00 is a reasonable amount to claim for such an item that has no estimated worth due to its vintage. I hereby order the landlord to pay the tenant an additional \$1,000.00 or alternatively return the golf cart to the tenant.

Since the tenant has been successful with the application, the tenant is also entitled to recovery of the \$50.00 filing fee.

In summary, I find that the tenant has established a claim in the amount of \$1,400.00 for double recovery of the security deposit; \$1,400.00 for double recovery of the pet damage deposit; \$1,200.00 for alternate accommodation; \$1,000.00 for the missing golf cart and \$50.00 as recovery of the filing fee, for a total of \$5,050.00.

### Conclusion

For the reasons set out above, I hereby grant a monetary order in favour of the tenant as against the landlord pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$5,050.00.

This order is final and binding and may be enforced.

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 15, 2015

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Residential Tenancy Branch

