



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Amos Realty  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNSD, FF, O

### 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 and to recover the filing fee from the landlord for the cost of the application.

The tenant and an agent for the landlord company attended the hearing and each gave affirmed testimony. The parties were given the opportunity to question each other with respect to the testimony and evidence provided, all of which has been reviewed and is considered in this Decision.

No issues with respect to service or delivery of documents or evidence were raised.

### Issue(s) to be Decided

Has the tenant established a monetary claim as against the landlord for return of all or part or double the amount of the security deposit or pet damage deposit?

### Background and Evidence

**The tenant** testified that this month-to-month tenancy began on October 1, 2007 ended on September 30, 2015. At the end of the lengthy tenancy, rent in the amount of \$880.00 per month was payable on the 1<sup>st</sup> day of each month and there are no rental arrears. During the tenancy the landlord collected payments toward the security deposit and pet damage deposit totaling \$1,325.00.

The landlord sent to the tenant a cheque in the amount of \$545.00 with a letter describing that the security deposit was \$420.00, the pet damage deposit was \$420.00 and setting out deductions made by the landlord against those deposits. The tenant didn't agree with any deductions or the amounts and wrote the landlord a letter on October 28, 2015. A



copy of the letter has been provided and it contains the tenant's forwarding address as well as a request for the balance of the deposits. The letter states that the deposits totaled \$1,325.00.

The tenant has provided copies of receipts, and in chronological order, they show:

- Sep 29/07 - \$500.00 – “\$412.50 – Rent to Nov. 1<sup>st</sup> – Pd; B.O. – Pet & Sec. Deposit - \$500.00 (\$87.50 on Sec Dep. Acct);”
- Oct 4/07 - \$325.00 – “Balance of Sec Dep;”
- Oct 30/07 - \$840.00 – “700 (TNT) 125.00 (TNT) + 15.00 towards Pet Security Deposit;”
- Nov 1/07 - \$320.00
- Nov 26/07 - \$825.00 – “Dec. rent – returned cheque to tenant.”

The tenant further testified that rent in 2007 was \$800.00 per month, and submits that the amounts paid were \$913.50 for a security deposit and a pet damage deposit in the amount of \$825.00. The landlord returned \$545.82 which included \$15.82 interest, leaving \$1,325.00 owed to the tenant.

The tenant did not agree that the landlord retain any portion of the deposits and has not served the tenant with an application for dispute resolution claiming against them.

**The landlord's agent** testified that the records for this particular rental unit show that the tenant paid a security deposit in the amount of \$420.00 and a pet damage deposit in the amount of \$420.00. Interest was payable to the tenant at the end of the tenancy in the amount of \$15.82. The landlord returned \$545.82 which included the \$15.82 interest along with a letter dated October 15, 2015 setting out those amounts and a deduction of \$210.00 for cleaning and \$100.00 for repairs.

The landlord agrees that there are no rental arrears. The landlord did not return the balance of the deposits to the tenant, retaining only the \$310.00 as described in the letter, but did not make an application for dispute resolution claiming those amounts from the tenant.

### Analysis

Where a party makes a monetary claim against another party, the onus is on the claiming party to prove it. I have reviewed the receipts and other evidentiary material, and I am not satisfied that all of the receipts were for the deposits. I am not even satisfied what the amount of rent was in 2007, and it is entirely possible that some of the money received by the landlord for which the receipts were made amounted to rent. The landlord has



agreed that the tenant paid a \$420.00 security deposit and a \$420.00 pet damage deposit, and I am not satisfied that the tenant has established any more than that.

The *Residential Tenancy Act* requires a landlord to return a security deposit and pet damage deposit in full to a tenant within 15 days of the date the tenancy ends or the date the landlord receives the tenant's forwarding address in writing, whichever is later, or to make an application for dispute resolution claiming against those deposits within that 15 day period. If the landlord does neither, the landlord must repay the tenant double.

In this case, the landlord returned a portion the tenant's security deposit within 15 days of the date the tenancy ended. However, the landlord withheld \$310.00 without receiving the tenant's written consent and without making an application for dispute resolution. I also find that the landlord has returned the interest portion to the tenant. Because the landlord acted within the 15 day period, I find that the landlord must repay the tenant double the withheld amount, or \$620.00.

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

### 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 \$670.00.

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 14, 2016

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Residential Tenancy Branch



