



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HUME INVESTMENTS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNSD, FF

Introduction

This hearing dealt with an application by the tenant for a monetary order for the return of double the pet deposit and for the recovery of the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

The parties acknowledged receipt of evidence submitted by the other. Both parties gave affirmed testimony.

Issues to be Decided

Did the tenant pay a pet deposit? Is the tenant entitled to the return of double the pet deposit?

Background and Evidence

The tenancy started on November 01, 2008 and ended on June 27, 2015. The monthly rent at the start of tenancy was \$710.00. The landlord was represented by an agent (referred to as 'landlord' in this decision).

The tenant stated that on October 29, 2008 he paid a pet deposit of \$355.00 in cash to the manager of the rental unit (referred to as RE in this decision). The tenant received a receipt and also asked RE to amend the tenancy agreement to reflect the payment of a pet deposit. RE amended the tenant's copy of the agreement and initialled the change. The tenant filed a copy of this tenancy agreement into evidence.

The landlord also filed a copy of the tenancy agreement which did not contain the amendment. The landlord disputed the tenant's evidence and argued that a pet deposit was not paid by the tenant. The landlord also informed me that RE was no longer employed by the landlord.

Even though the landlord stated that the tenant had not paid a pet deposit, the landlord also argued that the pet deposit was returned to the tenant. The landlord filed copies of a letter stating that the pet deposit was returned to the tenant in June 2009. The tenant explained that he had paid a pet deposit on behalf of his friend at another unit. The tenant stated that at the end of his friend's tenancy, the friend instructed the landlord to return the deposit to the tenant. The copy of the cheque returned to the tenant clearly states that it was the return of a pet deposit on a different unit.

The receipt filed into evidence by the tenant is signed by RE. There are other documents filed into evidence that are signed by RE which provided me with the opportunity to make a comparison. RE has signed his full signature in two different ways and has initialled the change on the tenant's copy of the tenancy agreement

Analysis

Based on the sworn testimony of both parties and the documents filed into evidence, I must determine whether or not the tenant paid a pet deposit. I will make this determination based on a balance of probabilities.

Upon review of the documents filed into evidence and based on the testimony of both parties I find that the tenant filed a receipt for payment of the pet deposit which he alleges was signed by RE. Upon comparison of RE's signature with other documents filed into evidence that are signed by RE, I find on a balance of probabilities and to the best of my ability, that the signatures match up.

Therefore I find it is more likely than not that the tenant paid RE a pet deposit in cash and received a receipt signed by RE and that RE amended and initialed the tenant's copy of the tenancy agreement but failed to make the change on the landlord's copy.

Based on the above I find that on a balance of probabilities, it is more likely than not that the tenant paid a pet deposit in the amount of \$355.00, on October 29, 2008.

Section 38(1) of the Act provides that the landlord must return the pet deposit or apply for dispute resolution within 15 days after the later of the end of the tenancy and the date the forwarding address is received in writing.

Based on the sworn testimony of both parties, I find that the landlord was notified of the tenant's forwarding address and that he returned the security deposit in a timely manner but failed to return the pet deposit or make an application for dispute resolution.

Therefore, the landlord is liable under section 38(6), which provides that the landlord must pay the tenant double the amount of the pet deposit.

The landlord currently holds a pet deposit of \$355.00 and is obligated under section 38 to return double this amount along with the accrued interest of \$0.89 for a total of \$710.89.

Since the tenant has proven his case he is entitled to the recovery of the filing fee of \$50.00

I grant the tenant an order under section 67 of the *Residential Tenancy Act*, for \$760.89, which represents double the base security deposit, the accrued interest plus the filing fee. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the tenant a monetary order for **\$760.89**.

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 15, 2016

Residential Tenancy Branch