



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding THE KERR GROUP MANAGEMENT CORPORATION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD

Introduction

This matter dealt with an application by the Landlord to retain the Tenant's security and pet deposits.

The Landlord said she served the Tenant with the Application and Notice of Hearing (the "hearing package") by registered mail on March 23, 2017 at two addresses which they had for the Tenant. The Landlord said the packages were not returned. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenant's absence.

Issues(s) to be Decided

1. Is the Landlord entitled to keep the Tenant's security and pet deposits?

Background and Evidence

This tenancy started on March 1, 2016 as a fixed term tenancy with an expiry date of February 28, 2017. Rent was \$1,750.00 per month payable on the 1st day of each month. The Tenant paid a security deposit of \$875.00 and a pet deposit of \$875.00 at the start of the tenancy. The Landlord said the Tenants moved out of the rental unit on February 28, 2017 when the fixed term tenancy agreement ended. The Landlord said a move in condition inspection was completed and signed on February 19, 2016 and a move out inspection was completed on February 28, 2017 and the Tenant's representative initialed the report but not in the area for the Tenant's signature. The move out condition inspection report notes the damages the Landlord is claiming. Further the Landlord said the Tenant has not given the Landlord his forwarding address as of yet.

The Landlord said that the Tenant damaged the unit and they are requesting to retain the Tenant's security and pet deposits to compensate the Landlord for the costs to repair the damage. The Landlord said the damages are as follows and the Landlord submitted receipts for all expenses except the purchase of supplies. The Landlord said she had the receipts for the supplies but they were not included by mistake.

- 1). Replacement of blinds due to the Tenant's dog scratching and chewing on the blinds. Receipts and photographs have been submitted to support the claim. Claim amount \$461.48.
- 2). Replace the handle on the fridge due to the dog chewing on the handle. Receipts and photographs have been submitted to support the claim. Claim amount \$473.20.
- 3). Repair dog damage to lawn including digging spots, holes, urine burn marks and debris. Receipts and photographs have been submitted to support the claim. Claim amount \$408.10.
- 4). Cleaning of the unit by a cleaning company. Receipt submitted for a claim of \$230.00.
- 5). Material supplies from the hard ware store. The Landlord said the Tenant's portion is \$177.78.

The Landlord said their total claim is \$1,750.54 but they are only requesting to retain the security and pet deposits in the amount of \$1,750.00.

Analysis

Policy guideline 29 Security Deposits and guideline 31 Pet Deposits indicate that a Landlord may retain a Tenant's deposits if the Landlord completes the required condition inspection reports and makes an application to retain the deposit within 15 days of the end of the tenancy and receiving the Tenant's forwarding address in writing. The Landlord has done this.

Further in order for the Landlord to be successful in a monetary claim for damage an applicant must prove a loss actually exists, prove the loss happened solely because of the actions of the respondent in violation to the Act, the applicant must verify the loss with receipts and the applicant must show how they mitigated or minimized the loss.

The Landlord has provided receipts for all the claims and has supported the claims with condition inspection reports, affirmed testimony and photographic evidence. Consequently I accept the Landlord's evidence and testimony and I order the Landlord to retain the Tenant's security deposit in the amount of \$875.00 and the Tenant's pet deposit in the amount of \$875.00 due to the damage the Tenant and the Tenant's dog did to the rental unit.

Conclusion

The Landlord is ordered to retain the Tenant's security and pet deposits in the total amount of \$1,750.00.

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: June 5, 2017

Residential Tenancy Branch