



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNSD, FF

### Introduction

This hearing was convened by way of conference call concerning an application made by the tenant seeking 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 attended the hearing and gave affirmed testimony, however the line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony and no one for the landlord joined the call. The tenant testified that the landlord was served with the Tenant's Application for Dispute Resolution and notice of this hearing by registered mail on June 22, 2017 and has provided copies of a Canada Post cash register receipt dated June 22, 2017 and a Registered Domestic Customer Receipt addressed to the landlord at the landlord's address as indicated in the tenancy agreement, and I am satisfied that the landlord has been served in accordance with the *Residential Tenancy Act*.

### 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 pet damage deposit or security deposit?

### Background and Evidence

The tenant testified that this fixed term tenancy began on September 7, 2015 and expired on August 31, 2016. A new tenancy agreement was entered into by the parties for a month-to-month tenancy to begin on September 1, 2016 which ended on April 29, 2017. Rent in the amount of \$2,000.00 per month was payable on the 1<sup>st</sup> day of each month and there are no rental arrears. The rental unit is a condominium suite, and a copy of each of the tenancy agreements has been provided as evidence for this hearing.

The tenant further testified that at the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$1,000.00 as well as a pet damage deposit in the amount of \$1,000.00.

A move-in condition inspection report was completed by the parties at the beginning of the tenancy and a move-out condition inspection report was completed at the end of the tenancy on April 29, 2017, and the tenant provided a forwarding address in writing on that report. However the landlord sent a copy of the move-out condition inspection report to the tenant about a month after it was completed, and the landlord had changed it.

On May 29, 2017 the landlord returned to the tenant \$350.00 and a list of expenses the landlord deducted from the deposits. The tenant has provided a Monetary Order Worksheet setting out those expenses, but did not pay any portion of them to the landlord and did not agree to the deductions. The landlord has not served the tenant with an application for dispute resolution claiming against the deposits.

### Analysis

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

In this case, I have reviewed the evidentiary material, and I accept the undisputed testimony of the tenant that the tenancy ended on April 29, 2017 and the landlord received the tenant's forwarding address in writing that day. I also accept the undisputed testimony of the tenant that the landlord changed the move-out condition inspection report after the tenant had signed it, and the tenant did not agree to any deductions. The tenant also testified that the landlord has not served the tenant with an application for dispute resolution claiming against the deposits, and I have no such application before me. Therefore, I find that the tenant is entitled to double the amount of the deposits, or \$4,000.00, less the \$350.00 returned by the landlord.

Since the tenant has been successful with the application the tenant is also entitled to recovery of the \$100.00 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 \$3,750.00.

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: November 15, 2017

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Residential Tenancy Branch