



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- authorization to obtain a return of all or a portion of the pet deposit pursuant to section 38;

Both parties attended the hearing via conference call and provided affirmed testimony. Both parties confirmed that the tenant served the landlord with the notice of hearing package and the submitted documentary evidence via Canada Post Registered Mail on September 10, 2017. Both parties also confirmed that the landlord served the tenant with the submitted documentary evidence via Canada Post Registered Mail on March 13, 2018. I accept the undisputed affirmed evidence of both parties and find that both parties have been sufficiently served as per section 90 of the Act.

At the conclusion of the hearing the landlord stated that her address has changed and that as of May 31, 2017, the landlord has been residing at the rental property address. As such, the landlord's mailing address shall be amended.

Issue(s) to be Decided

Is the tenant entitled to a monetary order for return of the pet deposit?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

Both parties confirmed that this tenancy began on January 1, 2015 on a fixed term tenancy ending on January 1, 2016 and then thereafter on a month-to-month basis as shown by the submitted copy of the signed tenancy agreement dated December 19, 2014. The monthly rent was \$900.00 payable on the 1st day of each month. A security deposit of \$450.00 was paid on December 19, 2014.

Both parties confirmed that the tenancy ended on May 31, 2017.

The tenant seeks a monetary claim of \$450.00 for return of a \$450.00 pet damage deposit paid to the landlord.

The tenant claims that a \$450.00 pet damage deposit was paid to the landlord on September 24, 2015 via Email Transfer and that at the end of tenancy the landlord failed to return it. The tenant claims that as of the date of this hearing the \$450.00 pet damage deposit was not returned. In support of this claim the tenant has provided:

A copy of a bank statement from the tenant confirming an email transfer for \$450.00 on September 24, 2015

A copy of a screenshot from a text message between the two parties dated September 24, 2015, re: tenant's request for confirmation that the landlord received a \$450.00 pet damage deposit and confirmation from the landlord.

The tenant claims that his forwarding address in writing was provided to the landlord, but was unable to provide any details of how and when it was given to the landlord. The tenant was unable to provide any proof of service.

The landlord stated that she does not remember if the tenant had paid a \$450.00 pet deposit as she has not kept any records. The landlord disputed that at no time did she receive the tenant's forwarding address in writing for return of the pet damage deposit.

Analysis

Section 38 of the Act requires the landlord to either return all of a tenant's security and/or pet damage deposit(s) or file for dispute resolution for authorization to retain the security and/or pet damage deposit(s) within 15 days of the end of a tenancy or a tenant's provision of a forwarding address in writing.

In this case, I accept the evidence of both parties and find on a balance of probabilities that a \$450.00 pet damage deposit was paid to the landlord. This is supported by the tenant's documentary evidence, re: bank statement for an email transfer dated September 24, 2015 and a copy of a text message between the two parties confirming the payment and receipt by the landlord on September 24, 2015. Although the landlord stated that she did not remember or have any records for this transaction, the landlord provided affirmed testimony that she did not remember if the tenant had paid the \$450.00 pet damage deposit. On this basis, I find that the tenant is entitled to recovery of the \$450.00 pet damage deposit.

Conclusion

The tenant is granted a monetary order for \$450.00.

This order must be served upon the landlord. Should the landlord fail to comply with this order, the order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

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 28, 2018

Residential Tenancy Branch