



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This is an application by the tenants under the Residential Tenancy *Act* (the *Act*) for the return of a security deposit and a pet damage deposit pursuant to Section 38 and reimbursement by the landlord for the filing fee pursuant to Section 72.

The tenants and the landlord with his counsel NVK appeared. All parties were given an opportunity to present testimony, submit evidence and call witnesses.

While both parties provided a significant amount of testimony regarding two previous decisions between them, I have recorded only evidence and testimony relevant to the claim before me, specifically the return of the deposits.

The landlord acknowledged he had received the Notice of Hearing and the tenants' evidence. I find the landlord has been sufficiently served with these documents under Section 71(2)(b).

Issue(s) to be Decided

Are the tenants entitled to the return of a security deposit and a pet damage deposit pursuant to Section 38 of the *Act*?

Are the tenants entitled to the reimbursement by the landlord for the filing fee pursuant to Section 72 of the *Act*?

Background and Evidence

The landlord (from whom the respondent purchased the premises) entered into a residential tenancy agreement with the tenants on September 01, 2017 for monthly rental of \$1,000.00 commencing on October 01, 2017. The tenants paid \$500.00

security deposit and \$500.00 pet deposit for a total of \$1,000.00, referred to as the 'deposits'.

The tenants testified they did not inform the landlord they were vacating the premises because of numerous disputes between them. They gave the landlord their forwarding address by a letter sent by registered mail letter on April 6, 2018. The landlord testified this was how he learned where the tenants were currently living.

The tenants did not receive a return of the deposits, did not authorize the landlord to retain the deposits and did not sign over any portion. At the time of this hearing, the landlord had not applied for Dispute Resolution seeking to claim against the deposits.

Analysis

Section 38(3) of the *Act* allows a landlord to retain from a security deposit and pet damage deposit any amounts previously awarded by an arbitrator that remain outstanding at the end of the tenancy.

In the case before me, I find the tenancy ended in accordance with the Order of Possession granted on March 29, 2018. The landlord is entitled to deduct the amounts owed in accordance with the Monetary Order of March 29, 2018 totalling \$1,100.00 from the deposits he held of \$1,000.00.

I find the tenants are, therefore, not entitled to the return of the deposits.

Conclusion

The tenants' application is dismissed in its entirety, without leave to reapply.

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 01, 2018

Residential Tenancy Branch