



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNR, MNSD, FF.

Introduction

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*. The landlord applied for a monetary order for loss of income, to retain the security and pet deposits and for the recovery of the filing fee. The tenant applied for the return of double the security deposit and pet deposit and for the recovery of the filing fee.

Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. Both parties represented themselves.

As both parties were in attendance I confirmed service of documents. The landlord confirmed receipt of the tenant's application for dispute resolution and evidence package and testified that he had sent his evidence by registered mail to the tenant's forwarding address. However the tenant's forwarding address as given to the landlord in writing did not have a unit number. Therefore the tenant did not receive the landlord's evidence.

I find that the landlord was served with the tenant's materials in accordance with sections 88 and 89 of the *Act*.

During the hearing, the landlord withdrew the portion of his application that dealt with his claim for loss of income. Therefore this hearing only dealt with the landlord's application to retain the security deposit and the pet deposit as well as the tenant's application for the return of double the deposits.

Issues to be decided

Is the landlord entitled to retain the deposits and to recover the filing fee? Did the tenant provide a proper forwarding address to the landlord? Is the tenant entitled to the return of double her security and pet deposits and to the recovery of the filing fee?

Background and Evidence

The parties agreed to the following: The tenancy started in February 2018 and ended on August 02, 2018. The monthly rent was \$1,050.00 due on the first of each month. The tenant paid a security deposit of \$525.00 and a pet deposit of \$500.00.

The landlord testified that a term of the tenancy agreement prohibited the tenant from keeping a dog. However the landlord stated that he agreed to allow the tenant to keep a dog for one month and after one month the dog would only be allowed day time visits. The landlord stated that despite making an exception for the dog to live in the rental unit for one month, the tenant continued to keep the dog even after the month had elapsed. The landlord stated that he wished to keep the deposits because by keeping a dog beyond the allowed time frame, the tenant had breached a term of the tenancy agreement.

The move out inspection was conducted on August 02, 2018. A copy of the report was filed into evidence. The tenant's forwarding address was recorded on the report but the address did not have a unit number. The tenant stated that she had given the unit number to the landlord verbally but the landlord denied having received one.

Analysis

Landlord's application:

The landlord stated that since the tenant had breached the tenancy agreement with regard to keeping her dog in the rental unit beyond the one month that he had allowed, he felt he was entitled to keep the deposits.

The security deposit and the pet deposit are paid by the tenant prior to the start of tenancy and are held in trust by the landlord to cover the cost of repairs of damage to the rental unit caused by negligence on the part of the tenant and not by reasonable wear and tear. In this case the landlord agreed that the tenant left the unit in good condition and that he did not incur any costs for cleaning or repairs.

Based on the above, I find that the landlord is not entitled to retain the deposits because of the alleged breach of a term of the tenancy agreement by the tenant. The landlord must return the deposits to the tenant. Since the landlord has not proven his case, he must bear the cost of filing his own application.

Tenant's application:

The tenant applied for the return of double the deposits and for the recovery of the filing fee. Section 38 of the Residential Tenancy Act requires that 15 days after the later of the end of tenancy and the tenant providing the landlord with a written forwarding address, the landlord must repay the deposit or make an application for dispute resolution. If the landlord fails to do so, then the tenant is entitled to recovery of double the amount of the deposit.

In this case the tenant provided the landlord with an incomplete forwarding address and therefore the landlord was not in a position to return the deposits to the tenant. Accordingly the tenant is not entitled to the return of double the deposits. However the tenant is entitled to the return of the base amount of the deposits (\$1,025.00). Since the tenant has not proven her claim, she must bear the cost of filing her application.

Overall the tenant has established a claim of \$1,025.00. I grant the tenant a monetary order under section 67 of the *Residential Tenancy Act*, for this amount, 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 in the amount of **\$1,025.00**.

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: December 10, 2018

Residential Tenancy Branch