



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDL-S, MNDCL-S, FFL

### Introduction and Preliminary Matters

This hearing dealt with the landlord's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (the Act) for a monetary in the amount of \$15,394.10 for damages to the unit, site or property, for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, for authorization to retain the tenants' security deposit and pet damage deposit, and to recover the cost of the filing fee.

The landlord attended the teleconference hearing. The tenants did not attend the hearing. As the tenants did not attend the hearing, service of the Notice of a Dispute Resolution Proceeding dated September 5, 2019 (Notice of Hearing), application and documentary evidence were considered. The landlord was affirmed and testified that they did not have the registered mail tracking information available to provide during the hearing and could not recall the date in which the registered mail was mailed to the tenants.

Both parties have the right to a fair hearing. The tenants would not be aware of the hearing without having received the Notice of a Dispute Resolution Proceeding and application. Therefore, **I dismiss** the landlord's application **with leave to reapply** as I am not satisfied that the tenants have been sufficiently served with the Notice of Hearing and application in a manner provided for under the Act. I note this decision does not extend any applicable time limits under the Act.

As the landlord has claimed against the tenants' security deposit, I must address the security deposit in this decision. The landlord affirmed that the tenants provided written permission to keep their \$850.00 security deposit and \$200.00 of their \$400.00 pet damage deposit for a total of \$1,050.00. The landlord testified that the written

permission was listed on the outgoing Condition Inspection Report. The landlord clarified that although a second \$200.00 pet damage deposit was paid, the tenants did provide written authorization for the remaining \$200.00 pet damage deposit. Therefore, pursuant to section 38 of the Act, I order the landlord to return the remaining **\$200.00** pet damage deposit within 15 days of this hearing, **January 6, 2020**, to the written forwarding address provided by the tenants on the outgoing Condition Inspection Report on August 15, 2019 as indicated by the landlord during the hearing. The tenants' written forwarding address is the service address listed for the tenants on the application before me. I note that the 15 days applies to the payment being postmarked within 15 days, not received by the tenants within 15 days, as the landlord is unable to account for mail delays.

Should the landlord fail to comply with my order, I grant the tenants a monetary order in the amount of \$200.00 pursuant to section 67 of the Act, which will be of no force or effect if the landlord complies with my order.

I do not grant the filing fee as a result of the service issue.

The landlord is also reminded to include a Monetary Order Worksheet with any future monetary claim, which will set out the specific details of the monetary claim for the respondent.

### Conclusion

The landlord's application is dismissed with leave to reapply due to a service issue.

This decision does not extend any applicable time limits under the Act.

The landlord has been ordered pursuant to section 62(3) and 38 of the Act to return the remaining \$200.00 pet damage deposit balance within 15 days of this hearing, January 6, 2020, to the written forwarding address provided by the tenants on the outgoing Condition Inspection Report on August 15, 2019 as indicated by the landlord during the hearing. Should the landlord fail to comply with my order, the tenants have been granted a monetary order in the amount of \$200.00 pursuant to section 67 of the Act, which will be of no force or effect if the landlord complies with my order.

The filing fee is not granted as noted above.

This decision will be emailed to both parties as indicated above.

The monetary order will be emailed to the tenants only for service on the landlord only if required.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: January 6, 2020

---

Residential Tenancy Branch