Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCL-S, MNDL-S, FFL
MNSDB-DR, FFT

Introduction

This hearing dealt with the adjourned cross Applications for Dispute Resolution filed by the parties under the Residential Tenancy Act (the "Act"). The matter was set for a conference call.

The Landlord's Application for Dispute Resolution was made on February 20, 2020. The Landlord applied for a monetary order for losses due to the tenancy, a monetary order for damage to the rental unit caused by the tenant, for permission to retain the security deposit and to recover their filing fee.

The Tenant's Application for Dispute Resolution was made on March 30, 2020. The Tenant applied for the return of their security deposit and the return of their filing fee.

The Landlord and the Tenant attended the hearing and were each affirmed to be truthful in their testimony. The Tenant and the Landlord were each provided with the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Preliminary Matter – Multiple Monetary Worksheets

During this hearing, it was discovered that the Landlord had submitted three separate monetary worksheets for this claim. The first was submitted with their application, dated January 4, 2020, for a claim in the amount of $2,2108.76, consisting of $2,108.76 in

losses and the recovery of the $100.00 filing fee, the same amount recorded on their application.

The second monetary worksheet was submitted to the Residential Tenancy Branch (the "RTB") on February 29, 2020, dated February 10, 2020, listing a claim in the amount of $2,276.00.

The third monetary worksheet was submitted to the RTB on July 16, 2020, dated July 10, 2020, for a claim in the amount of $2,300.24.

After reviewing these three monetary worksheets, I find that the Landlord has attempted to increase the value of their claim from $2,208.76 to $2,300.24 by added new claimed items with each new monetary worksheet they submitted. Rule 4 of the Residential Tenancy Branch Rules of Procedure speaks to the required process an applicant must complete in order to increase the value of their claim, stating the following:

> Rule 4 – Amending an Application for Dispute Resolution
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> 4.1 Amending an Application for Dispute Resolution
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> An applicant may amend a claim by:
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> • completing an Amendment to an Application for Dispute Resolution form; and
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> • filing the completed Amendment to an Application for Dispute Resolution form and supporting evidence with the Residential Tenancy Branch directly or through a Service BC Office.
>
> An amendment may add to, alter or remove claims made in the original application.

I have reviewed all of the documents submitted to these proceedings by the Landlord, and I find that the Landlord has attempted to increase the value of their claim without filing the required amendment application form. Furthermore, I have reviewed the two additional monetary worksheets, and I find that the additional claim items included in these worksheets could not have been reasonably anticipated by the Tenant, and therefore, an amendment application was required.

In the absence of an amendment application to the Landlord's original claimed amount, I find that it would be procedurally unfair to allow an amendment at this late date. Therefore, I will proceed in this hearing on the Landlord's original application for Dispute Resolution, in the amount of $2,108.76, plus the $100.00 the filing fee, for a total amount of $2,208.76, and I will only refer to the items included on the monetary

worksheet, submitted with the Landlord original application, dated January 4, 2020, in my written Decision.

I have made no determination regarding the additional items included in the Landlord's monetary worksheets dated February 10, 2020, and July 10, 2020. The Landlord is free to apply for another hearing, for those items, if they so choose.

Issues to be Decided

- Is the Landlord's entitled to a monetary order for losses due to the tenancy?
- Is the Landlord's entitled to a monetary order for damage to the rental unit?
- Is the Landlord's entitled to a retain the security deposit and pet damage deposit for this tenancy?
- Is the Landlord's entitled to recover their filing fee?
- Is the Tenant entitled to the return of their security deposit and pet damage deposit?
- Is the Tenant entitled to the return of their filing fee?

Background and Evidence

While I have turned my mind to all of the accepted documentary evidence and the testimony of the parties, only the details of the respective submissions and/or arguments relevant to the issues and findings in this matter are reproduced here.

The parties testified that this tenancy began on March 9, 2018, as a one-year fixed term tenancy, that rolled into a month to month tenancy at the end of the initial fixed term. Rent in the amount of $900.00 was to be paid by the first day of each month, and the Landlord had been given a $450.00 security deposit and a $450.00 pet damage deposit (the "deposits") at the outset of the tenancy. The Landlord provided a copy of the tenancy agreement into documentary evidence.

The Landlord testified that the move-in/move-out inspection (the "inspection report) had not been completed for this tenancy.

The parties agreed that the Tenant provided written notice to the Landlord to end their tenancy on May 15, 2018, with an end of tenancy date of May 31, 2019.

The Landlord testified that when they entered the rental on June 1, 2019, they found the rental unit to be uncleaned and with some personal possession of the Tenant still there.

The Landlord submitted a video of their entry into the rental unit, taken on June 1, 2019, into documentary evidence.

The Tenant testified that they finished moving out of the rental unit late into the evening on June 1, 2019. The Landlord testified that the Tenant did not move out until the early morning of June 2, 2019. The Landlord provided a witness statement and three pictures taken of the Tenant moving out, into documentary evidence.

The Landlord testified that when he went into inspect the rental unit, they found that several of the baseboards had to be replaced due to extensive water damage caused by the Tenant's cats urinating on the walls. The Landlord testified that the affected baseboards had to be removed, and when they removed the baseboards, they found cat feces in behind the boards. The Landlord testified that the walls had to be treated to get rid of the cat smell and that once the treatment was finished, new baseboards were installed, and the area was repainted. The Landlord is requesting the recovery of their cost to repair this damage, consisting of $210.00 for new baseboards and $315.00 for painting. The Landlord submitted eight pictures and an invoice into documentary evidence.

The Landlord also testified that they had to pay to dispose of the damaged baseboards, as well as a table and wardrobe at the end of this tenancy, and that they are asking for the recovery of their costs for junk removal in the amount of $126.00.

The Tenant testified that their pet did not urinate on the walls, nor had they placed cat feces behind the baseboards. The Tenant testified that they reviewed the pictures provided into evidence by the Landlord and that the feces depicted in those pictures were too large to have come from their cats. The Tenant testified that they did not damage the baseboards and that the damage the Landlord is claiming was not caused during their tenancy. The Tenant testified that their cats were trained and that they had a litter box in the bathroom and that they always used.

The Landlord testified that a table that had been provided with this tenancy had damage legs at the end of this tenancy. The Landlord is asking for the full replacement value of buying a new table at the cost of $390.00. The Landlord provided four pictures of the legs of the table as well as an online add showing the cost to replace the table into documentary evidence.

The Tenants testified that they agreed that the legs of the table had been damaged during this tenancy, but that they believe that the Landlord was asking for too much

money. The Tenant also testified that the online add depicted a table of better quality than the one they had been provided during their tenancy.

The Landlord testified that there was also cat urine damage to the legs of the wardrobe supplied with this tenancy and that due to the damage, they had to buy a replacement wardrobe. The Landlord provided an online add showing the cost to replace the wardrobe into documentary evidence.

The Tenants testified that the wardrobe had not been damaged during their tenancy and that they should not be responsible for buying the Landlord a new wardrobe.

The Landlord testified that due to the short notice provided by the Tenant, to end this tenancy, the Landlord is requesting to recover their lost rental income for June 2019. When asked, the Landlord testified that they had not attempted to secure a new renter for the rental unit after receiving the Tenant notice in May. The Landlord was asked why they had not attempted to re-rent the unit when they received the Tenant's notice; the Landlord answered that they could not rent the unit out in its damaged condition. The Landlord was then asked when they had learned about the damage they are claiming for in this proceeding; the Landlord answered that they discovered the damage after the Tenant moved out.

The Tenant testified that they had verbally told the Landlord that they would be ending their tenancy in April 2019 and that the Landlord had plenty of time to secure a new renter for June 2019, but that they Landlord just did not look. The Tenant also testified that the rental unit may have required cleaning but was not damaged and could have been re-rented.

Analysis

Based on the above, testimony and evidence, and on a balance of probabilities, I find as follows:

I accept the witness statement and picture evidence submitted by the Landlord, and I find that this tenancy ended on June 2, 2019, the date the Tenant finished moving out of the rental unit.

I also accept the agreed-upon testimony of these parties, supported by the documentary evidence, that the Landlord was in receipt of the Tenant's forwarding address as of February 6, 2020.

In this case, the Landlord is claiming for $1,270.00 in damage to the rental unit that they claim was caused during this tenancy and $900.00 in lost rental income for June 2019. During the hearing, the parties to this dispute provided conflicting verbal testimony regarding the condition of the rental unit at the beginning and end of this tenancy. In cases where two parties to a dispute provide equally plausible accounts of events or circumstances related to a dispute, the party making a claim has the burden to provide sufficient evidence over and above their testimony to establish their claim, in this case, that is the Landlord.

An Arbitrator looks to the inspection report as the official document that represents the condition of the rental unit at the beginning and the end of a tenancy; as it is required that this document is completed in the presence of both parties and seen as a reliable account of the condition of the rental unit.

I accept the testimony of this Landlord that a move-in inspection was not completed for this tenancy. section 23 of the Act, set the requirement for the move-in inspection to be completed, stating the following:

> ***Condition inspection: start of tenancy or new pet***
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> ***23*** *(1) The landlord and tenant together must inspect the condition of the rental unit on the day the tenant is entitled to possession of the rental unit or on another mutually agreed day.*
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> *(2) The landlord and tenant together must inspect the condition of the rental unit on or before the day the tenant starts keeping a pet or on another mutually agreed day, if*
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> *(a) the landlord permits the tenant to keep a pet on the residential property after the start of a tenancy, and*
>
> *(b) a previous inspection was not completed under subsection (1).*
>
> *(3) The landlord must offer the tenant at least 2 opportunities, as prescribed, for the inspection.*
>
> *(4) The landlord must complete a condition inspection report in accordance with the regulations.*
>
> *(5) Both the landlord and tenant must sign the condition inspection report and the landlord must give the tenant a copy of that report in accordance with the regulations.*
>
> *(6) The landlord must make the inspection and complete and sign the report without the tenant if*
>
> *(a) the landlord has complied with subsection (3), and*

(b) *the tenant does not participate on either occasion.*

Additionally, section 19 of the Residential Tenancy Regulations provided further guidance on the form of the inspection report, stationing the following:

Disclosure and form of the condition inspection report

19 *A condition inspection report must be*

(a) in writing,

(b) in type no smaller than 8 point, and

(c) written so as to be easily read and understood by a reasonable person.

I find that the Landlord breached section 23 of the *Act* when they did not complete the required move-in inspection of the rental unit. I will deal with the failure to complete the inspection report, and how that relates to the value of the deposits for this tenancy when I address the tenant's claim.

In the absence of a valid inspection report, and in the presence of conflicting verbal testimony, I must rely on the documentary evidence submitted by the Landlord to support their claim and to determine the condition of the rental property at the beginning and end of this tenancy.

After reviewing the entirety of the Landlords documentary evidence, that included five photos taken of the rental unit, dated January 7, 2018, a video dated June 1, 2019, and two witness statements, I find that there is insufficient evidence before me to determine the condition of the rental unit at the start of this tenancy.

I find the pictures dated January 7, 2019, show the condition of the rental unit 34 days before this tenancy began, and not the condition of the rental property on March 9, 2018, the first day of this tenancy. The Landlord has offered these pictures as proof of the condition of the rental unit at the beginning of this tenancy; however, I find that the 34-day lapse between when these pictures were taken and when this Tenant took possession of this rental unit, can not be ignored nor can the assumption be made that the condition of this rental unit did not change during that 34 day period.

I have also reviewed the two witness statements submitted by the Landlord and find that neither of these statements offers an account of the condition of this rental property on March 9, 2019, the start date of this tenancy.

As there is no move-in inspection, no pictures taken on or about March 9, 2018, nor are there any witness statements that speak to the condition of the rental unit on or about March 9, 2018, I find that the Landlord has failed to prove the condition at the rental unit at the beginning of this tenancy.

I have also watched the video and reviewed the eight pictures submitted into evidence by the Landlord, that were taken at the end of this tenancy. I find that the video depicts a rental unit that requires cleaning and still contains several pieces of the Tenant's personal property, which is reasonable, since both these parties agreed that the Tenant did not finish moving out of the rental unit until the following day, June 2, 2019. I watched this video three times, looking for damage to the walls, baseboards, and furniture that the Landlord has claimed for in these proceedings; however, I find that this video did not show any of the damage that the Landlord has claimed was caused during this tenancy.

Overall, I find that there is a lack of evidence, to satisfy me, of what the condition of this rental unit had been at the beginning of this tenancy and that the $1,207.00 worth of damage the Landlord has claimed for in this proceedings, was caused during this tenancy. In the absence of sufficient evidence, I must dismiss the Landlord’s claim for $1,270.00 in damage to the rental unit, consisting of; $315.00 in painting, $210.00 in baseboard replacement, $126.00 in garbage removal, $390.00 to replace a table and $166.00 to replace a wardrobe, its entirety.

I acknowledge that the Tenant agreed, during these proceedings, that their pets did damage the legs of a table during this tenancy. I have reviewed the four pictures of the table, provided by the Landlord, and I find that the legs of this table ha been damaged during this tenancy. However, I find that there is insufficient evidence before me to prove that the table had to be completely replaced due to this damage. I am left unsatisfied by the Landlord's testimony and evidence regarding the value of the damage to this table, the requirement to replace not repair, that a table of equal value was purchased.

Even though the value of the loss suffered by this Landlord, due to the damage cause to this table, has not been satisfactorily proven, I do find that damage was caused and that a loss was suffered due to that damage. An arbitrator may award compensation in situations where establishing the value of the damage or loss is not straightforward. In this case, I find it appropriate to award the Landlord the nominal amount of $100.00 due to damage to the legs of the table, caused during this tenancy.

The Landlord has also claimed for the recovery of their loss if rental income for June 2019. I have reviewed the tenancy agreement submitted into documentary evidence by the Landlord, and I find that these parties entered into an 11-month and 15-day fixed term tenancy, starting March 9, 2018, and ending March 31, 2019, that had rolled into a month-to-month tenancy as of April 1, 2019, in accordance with the Act.

I accept the agreed-upon testimony of these parties that the Tenant served the Landlord with written notice to end their tenancy on May 15, 2019, stating that they would be vacating the rental unit as of May 31, 2019. Section 45(2)(b) of the *Act* states that a tenant cannot end a tenancy agreement earlier than the date specified in the tenancy agreement or, in a month to month tenancy, without giving at least one clear rental period notice.

> ***Tenant's notice***
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> ***45****(2) A tenant may end a fixed term tenancy by giving the landlord notice to end the tenancy effective on a date that*
>
> *(a) is not earlier than one month after the date the landlord receives the notice,*
>
> *(b) is not earlier than the date specified in the tenancy agreement as the end of the tenancy, and*
>
> *(c) is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.*

I have reviewed this notice to end tenancy and I find that based on the day in which this notice was served to the Landlord, this tenancy could not have ended, in accordance with the *Act,* before June 30, 2019.

I also accept the testimony of the Landlord that the Tenant moved out of the rental unit on June 2, 2019, and did not pay the rent for June 2019. I find that the Tenant breached section 45 of the *Act* when they failed to provide sufficient notice to end the tenancy to the Landlord before they moved out.

Awards for compensation due to damage are provided for under sections 7 and 67 of the *Act.* A party that makes an application for monetary compensation against another party has the burden to prove their claim. The Residential Tenancy Policy Guideline #16 Compensation for Damage or Loss provides guidance on how an applicant must prove their claim. The policy guide states the following:

> "The purpose of compensation is to put the person who suffered the damage or loss in the same position as if the damage or loss had not occurred. It is up to the party who is claiming compensation to provide evidence to establish that compensation is due. To determine whether compensation is due, the arbitrator may determine whether:
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> - A party to the tenancy agreement has failed to comply with the Act, regulation or tenancy agreement;
> - Loss or damage has resulted from this non-compliance;
> - The party who suffered the damage or loss can prove the amount of or value of the damage or loss; and
> - The party who suffered the damage or loss has acted reasonably to minimize that damage or loss.

In this case, I find that the Tenant's breach of section 45 of the *Act* resulted in a loss of rental income to the Landlord. I also find that the Landlord has provided sufficient evidence to prove the value of that loss; however, I am not satisfied that the Landlord took reasonable steps to minimize the losses due to the Tenants' breach.

During the hearing, the Landlord testified that they maybe no attempt to start advertising for a new renter after they had been notified of the Tenant decision to end the tenancy. I find that it was unreasonable of this Landlord to wait until the Tenant moved out, a full 18 days, to initiate attempts to secure a new renter for the rental unit.

I acknowledge the Landlords argument that when they finally got into the rental unit, on June 2, 2019, they discovered damage that need to be repaired before they could re-rent the rental unit. However, I find this argument flawed on this point, as the Landlord testified that they had not been inside the rental unit before the end of this tenancy and had no prior knowledge of the damage they are claiming for, in these proceedings, before June 2, 2019. When asked, the Landlord offered no explanations to why they had not started advertising the unit as available before they knew of the damage that they are claiming for in these proceedings. I find that it was unreasonable of the Landlord to not try to minimize their losses by attempting to secure a new renter for the rental unit once they received the Tenants notice to end this tenancy.
On the whole, I find that the Landlord did not act reasonably to minimize their damage or loss due to the Tenant's breach. Consequently, I find that the Landlord is not entitled to the recovery of their lost rental income for June 2019.

Section 72 of the *Act* gives me the authority to order the repayment of a fee for an application for dispute resolution. As the Landlord has not been successful in their application, I find that the Landlord is not entitled to recover the $100.00 filing fee paid for this application.

I grant the Landlord permission to retain $100.00 of the security deposit that they are holding for this tenancy, in full satisfaction of the amount awarded above.

The Tenant's claim is for the recovery of their security deposit and pet damage deposit, section 38 of the set the requirements surrounding the return of the deposits at the end of a tenancy, stating the following:

> ***Return of security deposit and pet damage deposit***
>
> ***38*** *(1) Except as provided in subsection (3) or (4) (a), within 15 days after the later of*
>
> *(a)the date the tenancy ends, and*
>
> *(b)the date the landlord receives the tenant's forwarding address in writing,*
>
> *the landlord must do one of the following:*
>
> *(c)repay, as provided in subsection (8), any security deposit or pet damage deposit to the tenant with interest calculated in accordance with the regulations;*
>
> *(d)make an application for dispute resolution claiming against the security deposit or pet damage deposit.*
>
> *(2) Subsection (1) does not apply if the tenant's right to the return of a security deposit or a pet damage deposit has been extinguished under section 24 (1) [tenant fails to participate in start of tenancy inspection] or 36 (1) [tenant fails to participate in end of tenancy inspection].*
>
> *(3) A landlord may retain from a security deposit or a pet damage deposit an amount that*
>
> *(a)the director has previously ordered the tenant to pay to the landlord, and*
>
> *(b)at the end of the tenancy remains unpaid.*
>
> *(4) A landlord may retain an amount from a security deposit or a pet damage deposit if,*
>
> *(a)at the end of a tenancy, the tenant agrees in writing the landlord may retain the amount to pay a liability or obligation of the tenant, or*

(b)after the end of the tenancy, the director orders that the landlord may retain the amount.

(5)The right of a landlord to retain all or part of a security deposit or pet damage deposit under subsection (4) (a) does not apply if the liability of the tenant is in relation to damage and the landlord's right to claim for damage against a security deposit or a pet damage deposit has been extinguished under section 24 (2) [landlord failure to meet start of tenancy condition report requirements] or 36 (2) [landlord failure to meet end of tenancy condition report requirements].

(6) If a landlord does not comply with subsection (1), the landlord

(a)may not make a claim against the security deposit or any pet damage deposit, and

(b)must pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable.

(7) If a landlord is entitled to retain an amount under subsection (3) or (4), a pet damage deposit may be used only for damage caused by a pet to the residential property, unless the tenant agrees otherwise.

(8) For the purposes of subsection (1) (c), the landlord must repay a deposit

(a)in the same way as a document may be served under section 88 (c), (d) or (f) [service of documents],

(b)by giving the deposit personally to the tenant, or

(c)by using any form of electronic

(i)payment to the tenant, or

(ii)transfer of funds to the tenant.

It has already been determined that the Landlord breached section 23 of the *Act* by not competing the move-in inspection for this tenancy. Section 24 outlines the consequence for a landlord when the inspection requirements are not met.

Consequences for tenant and landlord if report requirements not met

24 *(2) The right of a landlord to claim against a security deposit or a pet damage deposit, or both, for damage to residential property is extinguished if the landlord*

(a) does not comply with section 23 (3) [2 opportunities for inspection],

(b) having complied with section 23 (3), does not participate on either occasion, or

> *(c) does not complete the condition inspection report and give the tenant a copy of it in accordance with the regulations.*

I find that the Landlord breached section 23 of the *Act* when they did not complete the required move-in inspection of the rental unit. Consequently, I find that the Landlord has extinguished their right to make a claim against the security deposit for damage to the residential property. However, I find that part of the Landlord's application is to recover outstanding rent for the rental unit and therefore, the Landlord does have a right to claim against the security deposit for unpaid rent, and hold those funds, pending the results of theses proceedings.

As for the pet damage deposit, again, it has already been determined that the Landlord breached section 23 of the *Act*, extinguishing their right to make a claim against the pet damage deposit for damage to the residential property. However, section 38 (7) of the Act, draws a distinction between the security deposit and the pet damage deposit, stating that a pet damage deposit may only be applied to damage caused by a pet.

> ***Return of security deposit and pet damage deposit***
>
> *(7) If a landlord is entitled to retain an amount under subsection (3) or (4), a pet damage deposit may be used only for damage caused by a pet to the residential property, unless the tenant agrees otherwise.*

Therefore, as the Landlord had extinguished their right to claim for damages against the pet damage deposit and a pet damage deposit may only be applied against damage caused by a pet, I find that the Landlord was not within their rights to retain the pet damage deposit pending the results of these proceedings.

Section 38(1) of the *Act* speaks to the return of the pet damage deposit, giving the landlord 15 days from the later of the day the tenancy ends or the date the landlord receives the tenant's forwarding address in writing to file an Application for Dispute Resolution claiming against the deposit or repay the security deposit to the tenant.

> ***Return of security deposit and pet damage deposit***
>
> ***38*** *(1) Except as provided in subsection (3) or (4) (a), within 15 days after the later of*
>
> *(a)the date the tenancy ends, and*
>
> *(b)the date the landlord receives the tenant's forwarding address in writing,*
>
> *the landlord must do one of the following:*

> *(c)repay, as provided in subsection (8), any security deposit or pet damage deposit to the tenant with interest calculated in accordance with the regulations;*
> *(d)make an application for dispute resolution claiming against the security deposit or pet damage deposit.*

As the Landlord had extinguished their right to make a claim against the pet damage deposit for this tenancy, if find that the Landlord was required to return the pet damage deposit to the Tenant. However, in this case, the Landlord failed to return the pet damage deposit and instead filed a claim against the pet damage deposit, in breach of section 38 of the *Act*.

Section 38 (6) of the *Act* goes on to state that if the landlord does not comply with the requirement to return the deposit within the 15 days, the landlord must pay the tenant double the deposit.

> ***Return of security deposit and pet damage deposit***
> ***38*** *(6) If a landlord does not comply with subsection (1), the landlord*
> *(a)may not make a claim against the security deposit or any pet damage deposit, and*
> *(b)must pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable.*

It has been previously determined that this tenancy ended on June 2, 2019 and that the Landlord was in receipt of the Tenant's forwarding address as of February 6, 2020. Accordingly, the Landlord had until February 21, 2019, to comply with section 38(1) and 38(7) of the *Act* repaying the pet damage deposit in full to the Tenant as required by the *Act*. Consequently, I find that the value of the pet damage deposit paid for this tenancy has now doubled, in accordance with section 38 (6) of the Act and is not worth $900.00.

For the reasons stated above., I find that the Landlord is currently holding $1,350.00 in deposits for this tenant, consisting of; $450.00 in a security deposit and $900.00 in a pet damage deposit.

As the Landlord has been awarded $100.00 from their claim, I find that pursuant to section 38 of the *Act*, the Tenant has successfully proven they are entitled to the return of the remainder of their security deposit and the doubled pet damage deposit for this tenancy. I award the Tenant the recovery of their deposits in the amount of $1,250.00.

Additionally, section 72 of the *Act* gives me the authority to order the repayment of a fee for an application for dispute resolution. As the Tenant has been successful in their application, I find that the Tenant is entitled to recover the $100.00 filing fee paid for this application.

I grant the Tenant a monetary order in the amount of $1,350.00; consisting of, $450.00 for the return of the security deposit, $900.00 in the return of the doubled pet damage deposit and $100.00 in the recovery of the Tenant's filing fee, less the $100.00 the Landlord was awarded in this Decision.

Conclusion

I grant the Landlord's permission to retain $100.00 from the security deposit they are holding for this tenancy.

I find that the Landlords breached section 38 of the *Act*, when they failed to repay the pet damage deposit for this tenancy, as required, after they extinguished their right to make a claim.

I find for the Tenant pursuant to sections 38 and 72 of the Act. I grant the Tenant a Monetary Order in the amount of $1,350.00. The Tenant is provided with this Order in the above terms, and the Landlord must be served with this Order as soon as possible. Should the Landlord fail to comply with this Order, this 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: August 19, 2020

Residential Tenancy Branch