



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSDB-DR

Introduction

This hearing was convened by way of conference call concerning an application made by the tenant seeking a monetary order for return of the pet damage deposit or security deposit. The application was made by way of the Direct Request process which was referred to this participatory hearing and an Interim Decision was provided to the tenant.

The tenant and the landlord attended the hearing and each gave affirmed testimony. The tenant also called 1 witness who gave affirmed testimony. The parties were given the opportunity to question each other and the witness.

No issues with respect to service or delivery of documents or evidence were raised, and all evidence provided has been reviewed and is considered in this Decision.

Issue(s) to be Decided

The only issue to be decided is: has the tenant established a monetary claim as against the landlord for return of all or part or double the amount of the pet damage deposit or security deposit?

Background and Evidence

The tenant testified that although the tenant didn't move into the rental unit until April 14, 2018, the tenant commenced paying rent to the landlord on January 1, 2018 in order to secure the rental unit. There is no written tenancy agreement, however rent in the amount of \$900.00 per month was payable on the 1st day of each month, and there are

no rental arrears. The rental unit is a cottage on the landlord's property and the landlord also resided on the property during the tenancy. No move-in or move-out condition inspection reports were completed.

On December 15, 2017 the tenant paid to the landlord a pet damage deposit and security deposit combined in the amount of \$500.00 and a copy of the cheque payable to the landlord has been provided for this hearing.

The landlord told the tenant that the tenant had to vacate but did not give a notice to end the tenancy to the tenant. The tenant gave the landlord a letter on January 24, 2020 ending the tenancy effective March 15, 2020.

On March 14, 2020 the tenant gave the landlord her forwarding address in writing with 2 witnesses present. The landlord did not forward any of the tenant's mail and the landlord has not returned any portion of the deposit(s), and the tenant claims double the amount, or \$1,000.00.

The tenant's witness is the tenant's sister-in-law and assisted the tenant with making the Application for Dispute Resolution and uploading evidence. Some of the evidence could not be uploaded, so the documents were printed but since the time had expired, the witness could not upload some of the evidence so it was taken to the Service BC office for uploading.

The landlord testified that rent was agreed upon at \$1,000.00 per month, but the landlord reduced the rent to \$900.00 on the understanding that the tenant would give the landlord physical help on the property, but didn't do so.

The landlord further testified that she collected \$500.00 for a damage deposit on December 15, 2017, and received the tenant's forwarding address in writing. The landlord disputes that the tenant's mail wasn't forwarded.

The parties had a conversation about damage left to the rental unit but the landlord did not make an application for dispute resolution.

Analysis

The *Residential Tenancy Act* specifies that a landlord must return a security deposit and/or pet damage deposit to a tenant within 15 days of the later of the date the tenancy ends or the date the landlord receives the tenant's forwarding address in writing, or

must make an Application for Dispute Resolution claiming against the deposit(s) within that 15 day period. If the landlord fails to do either, the landlord must repay double the amount collected. Further, a landlord's right to make a claim against the deposit(s) is extinguished if the landlord fails to ensure that the move-in and move-out condition inspection reports are completed in accordance with the regulations. Meaning, that the landlord is free to make a claim for damages, but must return the deposit(s) in any event if the reports are not completed.

In this case, the parties agree that there were no inspection reports completed at the beginning or end of the tenancy, and therefore, I find that the landlord's right to make a claim against the security deposit/pet damage deposit is extinguished.

The parties agree that the landlord collected a security/pet damage deposit from the tenant in the amount of \$500.00 on December 15, 2017. I accept the undisputed testimony of the tenant that the tenancy ended on March 15, 2020, as per the tenant's notice to end the tenancy.

The landlord does not dispute the tenant's testimony, and agrees that the landlord received the tenant's forwarding address in writing, and I find that it was received on March 14, 2020.

The landlord did not return any portion of the security deposit/pet damage deposit to the tenant and has not made an Application for Dispute Resolution claiming against it, and the 15 day period has long since passed.

Therefore, I find that the tenant has established a claim of double the amount, or \$1,000.00, and I grant a monetary order in favour of the tenant in that amount. The tenant must serve a copy of the monetary order on the landlord, and if the landlord fails to pay the amount, the tenant may file the monetary order in the Provincial Court of British Columbia, Small Claims division for enforcement as a judgment.

Conclusion

For the reasons set out above, I hereby grant a monetary order in favour of the tenant as against the landlord pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$1,000.00.

This order is final and binding and may be enforced.

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: October 22, 2021

Residential Tenancy Branch