



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSDP-DR, FFT

### Introduction

This matter proceeded by way of an *ex parte* Direct Request Proceeding, pursuant to section 38.1 of the *Residential Tenancy Act* (the *Act*), and dealt with an Application for Dispute Resolution by the tenant to obtain monetary compensation for the return of the pet damage deposit (the deposit) and to recover the filing fee paid for the application.

This decision is written based on the Application for Dispute Resolution, evidence, and submissions provided by the tenant on June 26, 2022.

The tenant submitted two signed Proof of Service Tenant's Notice of Direct Request Proceeding forms which declare that on June 29, 2022, the tenant sent each landlord the Notice of Dispute Resolution Proceeding - Direct Request by registered mail. The tenant provided a copy of the Canada Post Customer Receipts containing the tracking numbers to confirm these mailings.

Based on the written submissions of the tenant and in accordance with sections 89 and 90 of the *Act*, I find that the Direct Request Proceeding documents were served on June 29, 2022 and are deemed to have been received by the landlords on July 4, 2022, the fifth day after their registered mailing.

### Issue(s) to be Decided

Is the tenant entitled to monetary compensation for the return of a pet damage deposit pursuant to sections 38 and 67 of the *Act*?

Is the tenant entitled to recover the filing fee for this application pursuant to section 72 of the *Act*?

### Background and Evidence

I have reviewed all written submissions and evidence before me; however, only the evidence and submissions relevant to the issues and findings in this matter are described in this decision.

The tenant submitted the following relevant evidentiary material:

- A copy of a residential tenancy agreement which was signed by the landlords and the tenant on August 18, 2021, indicating a monthly rent of \$1,000.00, a security deposit of \$500.00, and a pet damage deposit of \$250.00, for a tenancy commencing on September 1, 2021
- A copy of a Return of Damage Deposit form containing the tenant's forwarding address
- A copy of a Proof of Service Tenant Forwarding Address for the Return of Security and/or Pet Damage Deposit form which indicates that an e-mail address was left in the unit for the landlords and sent to the landlords by text message at 2:00 pm on May 15, 2022
- A copy of a Tenant's Direct Request Worksheet showing the amount of the deposits paid by the tenant and indicating the tenancy ended on May 15, 2022

### Analysis

Section 38(1) of the *Act* states that the landlords have fifteen days from the end of tenancy and the date they received the forwarding address to either return the deposit(s) in full or make an application for dispute resolution claiming against the deposit(s).

In order to submit an Application for Dispute Resolution through the Residential Tenancy Branch requesting to keep the deposit(s) the landlords must provide a mailing address for the respondent tenant.

The tenant has indicated they sent the landlords an e-mail address for the electronic return of the deposits. However, the tenant has not indicated whether a mailing address was provided to the landlords.

I note the tenant submitted a copy of a Return of Damage Deposit form; however, I find this document is not signed or dated by the landlords or the tenant. I also find there is no evidence to demonstrate whether this form was served the landlords.

I find I am not able to determine whether the tenant provided the landlords a complete and valid mailing address, as required by the *Act*. I also find I am not able to determine whether the landlords had the opportunity to comply with section 38 of the *Act* by filing an application claiming against the pet damage deposit.

For this reason, the tenant's application for a Monetary Order for the return of the pet damage deposit based on the e-mail address is dismissed without leave to reapply.

If the tenant wants to apply through the Direct Request process, the tenant may issue a forwarding mailing address and serve it in one of the ways prescribed by section 88 of the *Act*.

As the tenant was not successful in this application, I find that the tenant is not entitled to recover the \$100.00 filing fee paid for this application.

Conclusion

I dismiss the tenant's application for a Monetary Order for the return of the pet damage deposit based on the e-mail address provided to the landlords, without leave to reapply.

I dismiss the tenant's application to recover the filing fee paid for this application 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: July 19, 2022

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Residential Tenancy Branch