



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding GATEWAY PROPERTY MANAGEMENT and TRIBE
MANAGEMENT and [tenant name suppressed to protect privacy]

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 security deposit and pet damage deposit.

The tenant and an agent for the landlords attended the hearing and each gave affirmed testimony. The parties were given the opportunity to question each other and to give submissions.

The tenant submitted that the evidence of the tenant was provided to the landlords in 2 packages and given to the people working in the office of the rental building. The landlords' agent disputed that and submitted that no evidence had been received from the tenant. The tenant has not provided proof of providing it, and therefore, I am not satisfied that the tenant has established that the evidence was served, and I declined to consider it. No evidence has been provided by the landlords.

Issue(s) to be Decided

Has the tenant established a monetary claim as against the landlords 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 this fixed-term tenancy began on November 1, 2015 and reverted to a month-to-month tenancy after April 30, 2016 which ultimately ended on July 31, 2020. Rent in the amount of \$1,400.00, plus \$15.00 per month for parking was payable on the 1st day of each month, which was increased each year and was

\$1,640.00 by the end of the tenancy, which included \$15.00 per month for parking, and there are no rental arrears. On October 28, 2015 the landlords collected a security deposit from the tenant in the amount of \$700.00 as well as a pet damage deposit in the amount of \$700.00 on October 31, 2015, both of which are still held in trust by the landlords. The rental unit is a townhouse.

The tenant further testified that move-in and move-out condition inspection reports were completed by the parties at the beginning and end of the tenancy but the tenant didn't receive copies. The landlord's agent said the move-out condition inspection report would be mailed to the tenant, and the tenant provided a forwarding address on that report, but the tenant didn't receive a copy. The landlord's agent wouldn't let the tenant in to conduct the move-out condition inspection, then told the tenant that a \$500.00 cleaning fee and a late fee would be payable, but the tenant didn't agree that the landlords keep any portion of the deposits.

The tenant has not been served with an Application for Dispute Resolution by the landlords claiming against the security deposit. The tenant also called the Residential Tenancy Branch and no applications by the landlords were found.

The landlord's agent testified that the tenant's Notice of Dispute Resolution Proceeding was not served with any evidence or an address, so the landlord's agent hasn't been able to find anything about this tenancy. The landlord's agent has gone back 2 years of records and couldn't find anything with the tenant's name on it. The Property Management company changed in July or August, 2021, and the landlord's agent does not have any information about the tenant's address.

During the hearing, the landlord's agent testified that he found the move-out condition inspection report, which states that the tenant agreed that the landlord may keep \$1,640.00 for unpaid rent, and it is dated July 31, 2020.

The tenant agrees that the landlord may keep the deposits for unpaid rent, but wants the memo, or notation from the tenant's credit report removed. The landlord's agent agreed.

Analysis

The *Residential Tenancy Act* specifies that a landlord has 15 days from the later of the date the tenancy ends or the date the landlord receives the tenant's forwarding address

in writing to return a security deposit and/or pet damage deposit to a tenant in full, or must make and 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(s), unless the landlord has the tenant's consent in writing to keep all or a portion of the deposits.

In this case, the deposits amount to \$1,400.00 and the parties agree that the tenant consented in writing that the landlords keep it for the unpaid rent.

The landlord's agent agreed during the hearing to remove the notation on the tenant's credit report, and I so order.

The tenant's application for a monetary order for return of the deposits is dismissed.

Conclusion

For the reasons set out above, the tenant's application is hereby dismissed without leave to reapply.

I hereby order, by consent, that the landlords remove the notation on the tenant's credit report immediately.

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: February 15, 2023

Residential Tenancy Branch