



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD FF

Introduction

This hearing dealt with an Application for Dispute Resolution under the *Residential Tenancy Act* (the “*Act*”) by the landlord to keep all or part of the security deposit and pet damage deposit, and to recover the filing fee.

An agent for the landlord appeared, gave affirmed testimony and was provided the opportunity to present their evidence orally and in written and documentary form and make submissions to me.

As the tenant did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the “Notice”) was considered. The agent for the landlord provided affirmed testimony that the Notice was served on the tenant by registered mail on April 24, 2012. The landlord provided a printout of the registered mail tracking status with tracking number as evidence and confirmed that the name and address matched the name of the tenant and the new address for the tenant provided verbally by the tenant upon vacating the rental unit. I find the tenant was duly served on the fifth day after mailing, in accordance with the *Act*.

Preliminary Matter

At the start of the hearing, the agent for the landlord requested to lower the amount being claimed from \$975.00 to \$925.00. The agent for the landlord stated that \$925.00 represents the amount of the security deposit and pet damage deposit that the landlord has applied to retain under the *Act*. This request was granted.

The agent for the landlord also requested to amend the application to include a claim for damages to the rental unit and also for loss of rent. The request of the agent was denied as such an amendment would have prejudiced the tenant.

Issues to be Decided

- Should the landlord be authorized to retain the security deposit and pet damage deposit?
- Should the landlord recovery the filing fee?

Background and Evidence

The agent for the landlord testified that a fixed term tenancy began on October 7, 2011 and was set to expire on October 31, 2012. Rent in the amount of \$925.00 was due on the first day of each month. The agent confirmed that a security deposit of \$462.50 and pet damage deposit of \$462.50 was paid by the tenant on October 6, 2011.

A move-in condition inspection report was completed on October 7, 2011. A move-out inspection report was completed on April 2, 2012. The agent for the landlord states that the tenant advised her verbally that they could retain her security deposit and pet damage deposit. The agent did provide any written confirmation of this arrangement.

The agent for the landlord affirmed that the tenant violated the terms of her fixed term tenancy by vacating the rental unit on April 1, 2012. The landlord submitted their application to retain the security deposit and pet damage deposit on April 13, 2012.

The landlord provided copies of the tenancy agreement, photographs, condition inspection reports and correspondence as evidence for this hearing.

Analysis and Conclusion

The landlord did not include details of their claim in their application. The landlord has applied to retain the security deposit and pet damage deposit but did not claim for damages or provide details of the claim for \$925.00. The landlord did not make reference to, or of any verbal agreement to retain the security deposit or pet damage deposit in the dispute details. Therefore, **I dismiss** the landlord's claim due to insufficient evidence without leave to reapply.

I order the landlord to return the security deposit and pet damage deposit immediately to the tenant. **I grant** the tenant a monetary order pursuant to section 67 of the *Act* in the amount of **\$925.00** comprised of the security deposit in the amount of \$462.50, and pet damage deposit in the amount of \$462.50. This order may be served on the landlord and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

I **do not** grant the landlord the recovery of the filing fee.

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: July 23, 2012

Residential Tenancy Branch