



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Okanagan Strata Management Ltd
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing was convened by way of conference call in response to the tenant's application for a Monetary Order to recover the pet deposit and to recover the filing fee from the landlord for the cost of this application.

The tenant and landlord attended the conference call hearing and gave sworn testimony. The landlord provided documentary evidence to the Residential Tenancy Branch and to the other party in advance of this hearing. The tenant confirmed receipt of evidence. All evidence and testimony of the parties has been reviewed and are considered in this decision.

Issue(s) to be Decided

Is the tenant entitled to recover the pet deposit?

Background and Evidence

The parties agree that this tenancy started on October 15, 2012 for a month to month tenancy. Rent for this unit was \$775.00 per month due on the first of each month. The parties agreed that the tenant paid a security deposit of \$387.50 on October 13, 2012.

The tenant testified that at the start of the tenancy she could not afford the pet deposit so the landlord allowed the tenant to pay \$50.00 a month until it was paid off. The tenancy agreement reflects that this was agreed and that the pet deposit was to be \$387.50. The tenant testified that she was able to borrow some money from her mother and so the security deposit was paid over the first three months of the tenancy in cash to the previous landlord's maintenance man who also collected rent. The tenant testified that no receipts were provided for these cash payments.

The landlord testified that the previous landlords sold the unit in October 2013 and the current landlords were given a breakdown from the previous landlord of all the security and pet deposits received from tenants in the building. This breakdown shows that this tenant only paid \$387.50 for a security deposit and there is no record of a pet deposit being paid.

The tenant testified that the person she paid the pet deposit to was later fired by the previous landlord and was charged by the police for stealing. All the tenants had to make statements to the police concerning this matter.

The landlord testified that they had been informed that the previous building manager had left because he had misappropriated funds. But they have no record of which funds were misappropriated.

The tenant testified that she still has the cheque sent from the landlord for the security deposit and did not cash it at the time because the pet deposit was not included. The tenant agrees to return this cheque to the landlord in case it is no longer valid. The landlord agrees the tenant will be sent a new cheque for \$387.50 for the security deposit within two weeks of receiving the old cheque back.

The landlord stated that if the tenant has any proof that a pet deposit was paid then the tenant should provide this evidence to the landlord and they will consider whether or not it is sufficient to determine that a pet deposit was paid to the previous building manager.

Analysis

With regard to the tenant's claim that an amount of \$387.50 was withheld by the landlord for the pet deposit; the tenant has insufficient evidence to meet the burden of proof that this sum was paid by the tenant to the caretaker or building manager of the previous landlord. Consequently, I must dismiss the tenant's application.

As the tenant has been unsuccessful with her claim I find the tenant must bear the cost of filing her own application.

Conclusion

The tenant's application is dismissed in its entirety 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: June 13, 2014

Residential Tenancy Branch

