



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

Tenant's application: MNSD, OLC

Landlord's application: MNSD, FF

Introduction

This was a hearing with respect to applications by the tenant and by the landlord. The hearing was conducted by conference call. The named landlord called in and participated in the hearing. The tenant did not attend the hearing although this was a hearing with respect to the tenant's application for dispute resolution.

Issue(s) to be Decided

Is the tenant entitled to a monetary order for the return of her security deposit and pet deposit?

Is the landlord entitled to a monetary award and if so, in what amount?

Background and Evidence

The rental unit is a strata title apartment in Vancouver. The tenancy began January 1, 2014 for a one year fixed term and thereafter on a month to month basis. Rent in the amount of \$1,850.00 was payable on the first of each month. The tenant paid a security deposit of \$925.00 and a pet deposit of \$350.00 on December 23, 2013.

In October, 2015 the tenant notified the landlord that she intended to move out of the rental unit at the end of November.

According to documents filed by the tenant there was no move out inspection. On December 1, 2015 the tenant gave the landlord a written request for the return of her deposits. After the landlord proposed to retain amounts from the deposits, the tenant

filed an application for dispute resolution to claim the return of her security deposit and pet deposit. The landlord testified at the hearing that the landlord returned the full amount of the tenant's security deposit and pet deposit within 15 days of the end of the tenancy. The landlord filed her own application to claim a portion of the deposit despite having returned the deposits to the tenant. On December 20, 2015 the landlord filed an amendment to her application to claim an unspecified amount for reimbursement of costs said to have been incurred for cleaning and repairs. The landlord did not submit any documents in support of the claims and did not submit proof that the tenant was served with the application or amended application.

Analysis

In the absence of an appearance by the tenant at the hearing of her application and based on the landlord's testimony that the tenant's security deposit and pet deposit was returned to the tenant, the tenant's application is dismissed without leave to reapply.

The landlord has claimed an unspecified amount for cleaning and repairs. In the absence of documentary evidence to support the claim and in the absence of proof that the tenant was properly served, the landlord's application is dismissed with leave to reapply.

Conclusion

The applications have been dismissed as noted above.

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: August 04, 2016

Residential Tenancy Branch

