



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      **FFT, MNSD**

### **Introduction**

This hearing dealt with the Tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

1. An Order for the return of the pet damage deposit that the Landlord is holding without cause pursuant to Section 38 of Act; and,
2. Recovery of the application filing fee pursuant to Section 72 of the Act.

The hearing was conducted via teleconference. The Tenant attended the hearing at the appointed date and time and provided affirmed testimony. The Landlord did not attend the hearing. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the Tenant and I were the only ones who had called into this teleconference. The Tenant was given a full opportunity to be heard, to make submissions, and to call witnesses.

I advised the Tenant that Rule 6.11 of the Residential Tenancy Branch (the "RTB") Rules of Procedure prohibits the recording of dispute resolution hearings. The Tenant testified that he was not recording this dispute resolution hearing.

The Tenant served:

- the Notice of Dispute Resolution Proceeding package by registered mail on January 31, 2022, deemed served on February 5, 2022;
- his evidence package by registered mail on March 23, 2022, deemed served on March 28, 2022.

I noted the registered mail tracking numbers on the cover sheet of this decision. Pursuant to Sections 88, 89 and 90 of the Act, I find that the Landlord was duly served with all the documents related to the hearing in accordance with the Act.

### Issues to be Decided

1. Is the Tenant entitled to an Order for the return of the pet damage deposit that the Landlord is holding without cause?
2. Is the Tenant entitled to recovery of the application filing fee?

### Background and Evidence

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

The Tenant confirmed that this tenancy began as a fixed term tenancy on November 1, 2017. The fixed term ended on April 30, 2018, then the tenancy continued on a month-to-month basis. On November 1, 2019, the Tenant and his girlfriend began a periodic tenancy together. Monthly rent was \$1,900.00 payable on the first day of each month. The Tenant contributed \$350.00 and the girlfriend contributed \$600.00 to the security deposit. The Tenant paid the pet damage deposit of \$950.00.

The Tenant provided a 30 day notice to end the tenancy in the first week of June 2020 as him and his girlfriend had a domestic dispute. The Tenant testified that the Landlord provided alternative housing for him.

The Tenant stated that a condition move-in inspection was completed at the beginning of the tenancy, and all was in great condition. The Tenant did not participate in move-out condition inspection as his girlfriend remained in the rental unit and brought in another tenant.

The Tenant testified that the Landlord refused to provide him with copies of his tenancy agreement, and that she would be holding all his deposits. The Tenant stated he provided his forwarding address to the Landlord at the beginning of February 2022, but also said he provided his forwarding address to the Landlord before June 2021. The Tenant had not provided proof of service of his forwarding address to the Landlord.

The Tenant stated he was in contact with the Landlord, and he had told her he would be applying for dispute resolution. He testified that the Landlord returned his \$350.00 security deposit portion right before he made this application. The Tenant seeks the return of the pet damage deposit of \$950.00

### Analysis

The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus to prove their case is on the person making the claim.

This hearing was conducted pursuant to RTB Rules of Procedure 7.3, in the Landlord's absence, therefore, all the Tenant's testimony is undisputed. Rules of Procedure 7.3 states:

***Consequences of not attending the hearing:*** *If a party or their agent fails to attend the hearing, the arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the application, with or without leave to re-apply.*

Based on the undisputed testimony of the Tenant, I find the tenancy ended on June 30, 2020. Section 39 of the Act specifies that if a tenant does not give a landlord a forwarding address in writing within one year after the end of the tenancy, the landlord may keep the security deposit or the pet damage deposit, or both, and the right of the tenant to the return of the security deposit or pet damage deposit is extinguished. The Tenant stated he provided his forwarding address to the Landlord at the beginning of February 2022, but also that he had provided his forwarding address within the one year after the tenancy ended.

The Tenant had not provided any evidence of service of his forwarding address or proof of service of the same for this hearing. I find that the Tenant's application for the return of his pet damage deposit is dismissed with leave to re-apply.

As the Tenant was not successful in his claim, I do not grant him recovery of the application filing fee.

For the benefit of the Tenant, he may wish to discuss with an Information Officer at the RTB the options available to him to properly prepare for an application for the return of his pet damage deposit. An Information Officer can be reached at:

5021 Kingsway

Burnaby, BC

Phone: 250-387-1602 / 1-800-665-8779

Website: <https://www2.gov.bc.ca/gov/content/housing-tenancy/residential-tenancies>

### Conclusion

The Tenant's application is dismissed with leave to re-apply.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: October 04, 2022

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Residential Tenancy Branch