



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNSD

Introduction

This hearing dealt with the tenant's application for a Monetary Order for return of double the pet deposit. Both parties appeared at the hearing and were provided the opportunity to be heard and to respond to submissions of the other party.

Issues(s) to be Decided

1. Has the tenant established an entitlement to return of double the pet deposit?
2. Can the parties reach a mutual agreement to resolve this dispute?

Background and Evidence

I was provided the following undisputed evidence. The tenancy commenced April 1, 2009 and ended April 30, 2010. At the commencement of the tenancy the tenant paid a \$450.00 security deposit which has been refunded to the tenant. A few weeks after the tenancy commenced the tenant paid the landlords the sum of \$250.00 which was described as a "non-refundable pet deposit" on a pet agreement signed by the parties on April 22, 2010. The tenant provided her forwarding address to the landlords in writing at the time of moving out and did not authorize any deductions from the pet deposit at the time of moving out.

The landlords acknowledged discussing the return, or retention, of the pet deposit with the tenant after the tenancy ended; however, the landlords were of the position they had

the tenant's written consent to retain the pet deposit when the tenant signed the pet agreement. The landlords also asserted that having a cat was in violation of the tenancy agreement as the landlord is allergic to cats and that a non-refundable pet deposit was suggested by the tenant.

Upon discussion of the requirements of the Act the parties reached a mutual agreement to resolve this dispute. The parties agreed that the landlords will pay the tenant \$250.00 forthwith and the tenant waives any entitlement to double the pet deposit.

Provided as evidence for this hearing were copies of the tenancy agreement, addendum to the tenancy agreement and pet agreement.

Analysis

I accept the mutual agreement reached between the parties during the hearing and make it an Order to be binding upon both parties. The landlords are ORDERED to pay the tenant \$250.00 forthwith in satisfaction of this dispute. Provided to the tenant with this decision is a Monetary Order in the amount of \$250.00 to enforce by serving it upon the landlords and filing it in Provincial Court (Small Claims) if the landlords fail to pay the tenant as ordered.

As information for the parties, landlords and tenants may not avoid or contract out of the Act or the regulations. Further, any term that is inconsistent with the Act is unenforceable. Should the parties have any questions regarding tenancy related matters in the future I encourage the parties to contact the Residential Tenancy Branch for information by telephone, email or via the website: www.rto.gov.bc.ca.

Conclusion

This disputed was resolved by mutual agreement. The landlords must pay the tenant \$250.00 forthwith and the tenant has been provided a Monetary Order to ensure payment.

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: October 07, 2010.

Dispute Resolution Officer