



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 by the tenant pursuant to the *Residential Tenancy Act* for a monetary order for the return of a pet deposit and for the recovery of the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be decided

Did the tenant pay a pet deposit? If so, is the tenant entitled to its return? Is the tenant entitled to the recovery of the filing fee?

Background and Evidence

The tenancy started on February 01, 2012 for a fixed term of one year. The monthly rent was \$1,350.00 due on the first of each month. Prior to moving in the tenant paid a security deposit of \$675.00. The tenant decided to end the tenancy prior to the end date of the fixed term and moved out on July 01, 2012.

The landlord testified that she had advertised the rental unit for a long term tenant without pets. She also testified that the tenants convinced her to allow their dog and informed her of pet fees that they had paid at prior rental units. The landlord was concerned about the dog because it was a large dog weighing over a hundred pounds and was also concerned about the impact its presence would have on neighbours. The landlord stated that the tenants offered to compensate her for the any inconvenience the dog would cause by paying a non refundable pet fee.

The landlord testified that she had never allowed pets before, so she was unfamiliar with the term "pet fee" but took the tenant's word for it because they had paid this fee in the past. The landlord eventually agreed to accept the tenant's offer and allow the tenants to keep this large dog. She accepted \$400.00 and provided the tenant with a receipt that stated that the pet fee was non refundable. The parties entered into a tenancy agreement which was signed on January 07, 2012.

Both parties filed a copy of the tenancy agreement. The landlord drew my attention to page three of the agreement which lists the deposits paid by the tenant.

The landlord's copy of the agreement stated a pet deposit was not applicable while the tenant's copy had \$400.00 written in as a pet deposit. The handwriting in this section was visibly different from the section just above that dealt with the security deposit.

The tenant's explanation was that the landlord did not fill it in and he had not noticed it when he signed the agreement and therefore filled it in later.

The landlord provided a receipt for the amount of \$400.00 which clearly states that the amount is a pet fee for Jake (tenant's dog) which is non refundable. The tenant agreed that that he had received this receipt and understood at the time the agreement was entered into, that it was a non refundable fee that he had paid for the inconvenience his large dog would cause the landlord.

Analysis

Based on the documentary evidence and the testimony of both parties, I prefer the testimony of the landlord. I find that the tenant convinced the landlord to accept his pet by offering to pay a non refundable pet fee. This is corroborated by the receipt given to the tenant which clearly states that the tenant paid a non refundable pet fee and by the signed tenancy agreement which states that a pet deposit is not applicable.

I further find that the tenancy agreement filed into evidence by the tenant was altered and this alteration was not initialed by the landlord. Therefore I find that the tenant did not pay a pet damage deposit and is therefore not entitled to his monetary claim of \$400.00.

Since the tenant has not proven his case, he must bear the cost of filing his 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: October 05, 2012.

Residential Tenancy Branch