



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC MNDC FF O

### Introduction

This hearing dealt with applications by the landlord and the tenants. The tenants applied to cancel a notice to end tenancy for cause as well as for monetary compensation. The landlord applied for monetary compensation. Both of the landlords and both of the tenants participated in the conference call hearing.

The landlord and the tenants confirmed that the tenants had vacated the rental unit; I therefore dismissed the portion of the tenants' application regarding cancellation of the notice to end tenancy.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. Both parties were given full opportunity to give testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

### Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Are the tenants entitled to monetary compensation as claimed?

### Background and Evidence

The rental unit is a single-family dwelling on a property adjacent to the landlord's property. The tenancy began in June 2013. At the outset of the tenancy, the tenants paid the landlord a security deposit of \$500 and a pet deposit of \$500.

On April 28, 2014 the tenants received a notice to end tenancy for cause which had been posted on their door. On May 3, 2014 the tenants received a second notice to end

tenancy for cause, which came by registered mail sent on April 29, 2014. Both notices indicated the same two causes for ending the tenancy, and the same effective date of the end of tenancy, June 1, 2014. On May 6, 2014 the tenants applied to cancel the notice to end tenancy. The tenants vacated the rental unit on June 4, 2014. The landlord withheld \$173.52 of the deposits and returned the balance.

### *Tenants' Application*

The tenants stated that they were served with the notices to end tenancy "out of the blue," and after they received the notices they were "thrown into a tizzy." The tenants stated that after they were served with two notices to end tenancy with different dates they had no desire to have the tenancy continue; however, they had applied to cancel the notice(s) because they wanted clarification of the dates and because the notice was unfounded.

The tenants stated that there is no pet-friendly rental accommodation available in their area, and as a result they are currently living in their RV in an RV park.

The tenants have claimed compensation as follows:

- 1) \$2400 for RV park rental;
- 2) \$600 for storage fees; and
- 3) \$2000 for reimbursement of rent paid to the landlord.

The landlord's response to the tenants' monetary claim was as follows. The landlord stated that the tenants did not approach the landlord to ask about the dates on the notices to end tenancy. The landlord stated that they put no pressure on the tenants to move, and they had no intention to cause hardship for the tenants.

### *Landlord's Application*

The landlord stated that the tenants failed to clean up their dog's excrement, and the landlord had to remove a great deal of dog excrement from the rental property after the tenants vacated. The landlord acknowledged that their three dogs did go on the rental property; however, two of their dogs are small and one is old, so they would not want to go through two feet of snow to poop on the rental property.

The landlord stated that they spent a long time preparing the documents to support the notice to end tenancy.

The landlord claimed the following compensation:

- 1) \$30 for mailing costs;
- 2) \$18.52 for photo development;
- 3) \$15 for office supplies; and
- 4) \$60 for pet waste removal.

The tenants' response to the landlord's application was that they only have one dog, and the landlord's three dogs were on the rental property every day, using it as a bathroom. The female tenant stated that she brought their dog with her to work during the day. The tenants acknowledged that maybe they could have done a better job of cleaning up.

### Analysis

Upon consideration of the evidence and on a balance of probabilities, I find as follows.

#### *Tenants' Application*

I find that the tenants' monetary claim is without merit. Whether the notice to end tenancy was founded or not, the tenants chose to move out rather than dispute the notice. The validity of the notice was therefore not an issue for me to determine in this matter, and the tenants cannot claim compensation for their decision to move out.

#### *Landlord's Application*

I also find that the landlord's application is without merit. I do not accept the landlord's submission that the tenant's one dog left all of the excrement on the rental unit property. I find it likely that at least some, if not most, of the excrement was left by the landlord's three dogs.

As for the remainder of the landlord's application, the only recoverable cost incurred as a result of the dispute resolution process is the filing fee, which I address below.

#### *Filing Fees*

As neither party was successful, I find that they are not entitled to recovery of their filing fees for the cost of their respective applications.

Conclusion

The applications of the tenants and the landlord are dismissed.

The landlord still holds \$173. 52 of the security deposit, and I grant the tenants an order under section 67 for this amount. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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: July 8, 2014

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Residential Tenancy Branch

