



# 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 for double recovery of the pet deposit and other monetary compensation. The tenant and the landlord participated in the teleconference hearing.

At the outset of the hearing, the landlord confirmed that he had received the tenant's application. Neither party submitted further documentary evidence. Both parties were given full opportunity to give testimony and respond to the other party. I have reviewed all testimonial 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 tenant entitled to double recovery of the pet deposit?  
Is the tenant entitled to other monetary compensation as claimed?

### Background and Evidence

The tenancy began on October 15, 2012. At the outset of the tenancy the tenant paid the landlord a pet deposit of \$400. The tenancy ended on May 28 or 29, 2014. The landlord did not return the tenant's pet deposit.

The tenant stated that the landlord kept coming to the rental unit and complaining about pet odour in the tenant's unit. The tenant stated that he had the carpets professionally cleaned in early May 2014, but the landlord said that it still smelled and he was not going to be able to re-rent the unit without replacing the carpets. The tenant stated that he signed something and asked about the pet deposit at the move-out inspection. The tenant stated that the landlord refused to return the pet deposit. The tenant stated that

the landlord then re-rented the unit on or about June 6, 2014. The tenant has claimed double recovery of the pet deposit and recovery of \$107.50 for carpet cleaning.

The landlord's response was that the tenant signed the move-out inspection report authorizing the landlord to keep the pet deposit. The landlord submitted that tenants must have the carpets cleaned at the end of the tenancy, so the tenant should not be entitled to recovery of the cost for carpet cleaning.

### Analysis

I find that the tenant is not entitled to compensation as claimed. Based on the testimony of the landlord and the tenant, I find it more likely than not that the tenant did give the landlord written authorization to keep the pet deposit.

The tenant was responsible for cleaning carpets at the end of the tenancy, and he is therefore not entitled to the cost for carpet cleaning.

### Conclusion

The tenant's application is dismissed.

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: November 5, 2014

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Residential Tenancy Branch

