



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MNR MNSD MNDC FF

Introduction

This hearing dealt with monetary applications by the landlord and the tenant. Both the landlord's agent and the tenant participated in the teleconference hearing.

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?

Is the tenant entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began in September 2013. At the outset of the tenancy, the tenant paid the landlord a security deposit of \$325 and a pet deposit of \$325. In mid-May 2014, the tenant gave the landlord written notice that he would be vacating the rental unit on June 30, 2014. This notice included the tenant's forwarding address. The tenancy ended on June 30, 2014. On July 8, 2014 the landlord applied to keep the pet and security deposits.

Landlord's Evidence

The landlord has claimed \$250 for cleaning costs. The landlord's agent stated he was aware that the tenant had worked very hard to clean the unit before vacating, but three or four days after the tenant vacated, the smell of male cat spray musk came back. The agent stated that they had to sanitize the suite with bleach and have the carpets cleaned.

Tenant's Evidence

The tenant claimed double recovery of the security and pet deposits, on the basis that the landlord did not return the deposits or make an application to keep the deposits within the required time frame.

In regard to the landlord's claim, the tenant stated that his in-laws, who are professional cleaners, cleaned the unit. The tenant stated that there was no smell at the time he vacated the unit, and he did not know what happened afterward.

Analysis

Landlord's application

I find that the landlord is entitled to \$250 for cleaning to remove the cat spray odour. The landlord provided credible evidence to establish that the odour did return after three or four days, and the tenant stated that he did not know what happened after he vacated. I find it more likely than not that the odour was caused by the tenant's pet, and the odour returned after the tenant's cleaning efforts.

Tenant's Application

I find that the tenant is entitled to double recovery of the security and pet deposits. The landlord did not file to keep the deposits within 15 days of the end of the tenancy.

Filing Fees

As both applications were successful, I find it appropriate for the parties to bear their own costs for filing their applications.

Conclusion

The tenant is entitled to \$1300. The landlord is entitled to \$250. I grant the tenant an order under section 67 for the balance due of \$1050. 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: December 5, 2014

