



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This hearing was convened by way of conference call in response to the landlords' application for a Monetary Order for damage to the unit, site or property; for an Order permitting the landlords to keep all or part of the tenants' security and pet deposit; and to recover the filing fee from the tenants for the cost of this application.

The male tenant and the male landlord attended the conference call hearing, and were given the opportunity to be heard, to present evidence and to make submissions under oath. The landlord provided documentary evidence to the Residential Tenancy Branch and to the other party in advance of this hearing, and the landlord was permitted to provide additional evidence after the hearing had concluded. The tenant confirmed receipt of evidence. I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary Issues

Res judicata is a doctrine that prevents rehearing of claims and/or issues arising from the same cause of action, between the same parties, after a final judgment was previously issued on the merits of the case.

I declined to hear the matters regarding the landlords' claim to keep the security and pet deposit, as this issue was decided upon in the Decision made on April 27, 2015. To rehear those issues now would constitute res judicata, as defined above.

Issue(s) to be Decided

Are the landlords entitled to a Monetary Order for damage to the unit, site or property?

Background and Evidence

The parties agreed that this tenancy started on August 01, 2012 for a fixed term of two years. The tenancy ended on July 31, 2014. Rent for this unit was \$1,600.00 per month and the tenants paid a security deposit of \$800.00 and a pet deposit of \$800.00 at the start of the tenancy.

The landlord testified that the tenants' dog caused considerable damage to the exterior and interior of the front door. The door was fitted in November, 2006 and was in a good condition at the start of the tenancy. It took some time to find someone who could repair the door but the door was repaired in April 2015 at a cost of \$976.50. The landlords seek to recover this amount from the tenants.

The landlord testified that the tenants did not notify the landlords that they had a cat. The tenants failed to clean the drapes at the end of the tenancy and the drapes were found to be full of cat hair. The landlord testified that he has some family members who are allergic to cats so the landlords had to get 10 drapes professionally cleaned to get rid of the cat hair. The landlords seek to recover the cost for this cleaning of \$230.27.

The tenant testified that their dog did scratch the front door of the unit and they had agreed that this damage was caused by their dog in an email sent to the landlords. The tenants did; however, think that some of the scratches were already in place at the start

of the tenancy but do not dispute that it was their dog that caused this damage. The tenant testified that they do not therefore dispute the landlords' claim for \$976.50.

The tenant testified that they did keep a cat without the landlords' written permission and did not get the drapes cleaned at the end of the tenancy. The tenant testified that they do not dispute the landlords' claim of \$230.27 to have the drapes professionally cleaned.

Analysis

After careful consideration of the undisputed testimony and documentary evidence before me I find as follows:

S. 32(3) of the *Act* says that a tenant must repair damage caused through their actions or neglect at the end of the tenancy. This would also apply to any damage caused by their pets. As the tenants have not disputed that their dog caused damage to the front door and the evidence provided by the landlord supports this; I find the landlords have established a claim to recover the costs incurred to repair the door of **\$976.50**.

I further find that if the tenants kept a cat without the landlords' written permission that they have a responsibility to ensure any cat hair is fully removed from the unit including any furnishings. The tenants did not dispute the landlords' claim to recover the cost to clean the drapes; I therefore find the landlords have established a claim to recover the costs incurred of **\$230.27**.

As the landlords' application has some merit I find the landlords are also entitled to recover their filing fee of **\$100.00** from the tenants pursuant to s. 72(1) of the *Act*.

Conclusion

I HEREBY FIND in partial favor of the landlord's monetary claim. A copy of the landlords' decision will be accompanied by a Monetary Order for **\$1,306.77** pursuant to s. 67 and 72(1) of the *Act*. The Order must be served on the respondents. Should the respondents fail to comply with the Order, the Order may be enforced through the Provincial (Small Claims) Court of British Columbia as an Order of that Court.

For the reason set out above the landlords' application for an Order to keep the security and pet deposit is dismissed 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: February 02, 2017

Residential Tenancy Branch