



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MNSD MNDC FF

Introduction

This hearing was convened in response to applications by the landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

The application from the landlord requested:

- a Monetary Order for money owed or compensation for damage or loss under section 67 of the *Act*;
- an order to keep all or part of the security deposit pursuant to section 38 of the *Act*; and
- authorization to recover the filing fee for this application from the tenants pursuant to section 72 of the *Act*.

Issue(s) to be Decided

Is the landlord entitled to a Monetary Order for damage or losses arising out of this tenancy? Is the landlord entitled to retain all or a portion of the tenant’s security deposit in partial satisfaction of the monetary award requested?

Can the landlord recover the filing fee?

Background and Evidence

The landlord provided testimony as well as a copy of the tenancy agreement demonstrating that this was a fixed term tenancy that began on June 1, 2015 and ended on December 31, 2016. A security deposit of \$625.00 was paid at the outset of the tenancy and continues to be held by the landlord. A \$200.00 pet damage deposit was paid at the outset of the tenancy and continues to be held by the landlord.

The landlord is seeking a Monetary Order of \$250.00 for alleged losses suffered as a result of the tenancy. Specifically, the landlord argued that the tenants did not follow

proper move-out procedure related to pets living in the rental unit as outlined in the additional terms of the tenancy agreement signed on May 16, 2015.

The tenants stated that they participated in a joint move-out condition inspection of the rental unit on December 31, 2016. The tenants provided the landlord with their forwarding address on this day. On January 13, 2017 the landlord applied to the *Residential Tenancy Branch* to withhold \$250.00 from their security deposit.

The landlord provided testimony that the tenants did not perform a flea inspection following the conclusion of their tenancy. The landlord explained that it is the policy of the corporate landlords to charge tenants \$200.00 if tenants do not have a pest control service perform this work following the conclusion of their tenancy. The landlord stated the building managers of their various properties “are meant to have this information.”

The tenants explained that it was impossible for them to find a pest control agency that would perform a flea inspection. They provided oral testimony that they contacted numerous pest control agencies and were repeatedly informed that this was not a service that the agencies could provide. The tenants stated that they attended the condition inspection following the conclusion of the tenancy and no issues were identified concerning the state of the rental unit. Furthermore, the tenants ensured that the carpets were professionally steam cleaned. The tenants explained that they spoke with the building manager for their property and the building manager informed them that she could not provide them with the information concerning who might be able to provide this service.

Analysis

Section 18(1) of the *Act* establishes the terms respecting pets and pet damage deposits. Subsection (g) notes that a pet deposit may *govern a tenant's obligations in respect of keeping a pet on the residential property*.

Further direction on the obligations associated with a pet deposit is contained in Section 31 of the *Residential Tenancy Policy Guideline(s)*. This guideline states, “The deposit is to be held by the landlord as security for damage caused by a pet.”

No evidence was presented at the hearing that the pet in question caused any damage. No issues concerning the state of the apartment were noted on the condition inspection report following the conclusion of the tenancy and no evidence was presented that fleas were present in the unit.

While the landlord provided the hearing with evidence that flea inspection services do exist, this information was not readily available to the tenants. The tenants made significant efforts to fulfill their duties to the lease and based on the information provided to the hearing, left the rental unit in good condition.

The landlord's application to retain \$250.00 from the tenants is dismissed. The landlord is ordered to return all of the tenants' security and pet deposit. No interest is payable over this period.

As the tenants were successful in their claim, the landlord's application for a return of the filing fee is dismissed.

Conclusion

As the landlord's application to retain a portion of the security and pet deposit is dismissed, I order the landlord to return these deposits forthwith. I issue a monetary Order in the tenants' favour in the amount of \$825.00, to be used in the event that the landlords do not return these deposits. The tenants are provided with these Orders in the above terms and the landlord must be served with this Order in the event that the landlord does not return their deposits. Should the landlord fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders of that Court.

The landlord's application for a return of the filing fee 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: March 13, 2017

Residential Tenancy Branch