



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 615140 B.C. LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDL, FF

### Introduction

This hearing dealt with a claim by the Landlord for a monetary order for alleged damages to the rental unit, and to keep the security deposit and pet damage deposit under the Residential Tenancy Act (the “Act”). The Landlord also requested the filing fee for making the Application.

The Application was originally filed on July 31, 2017, and the Landlord amended the Application on September 29, 2017, to increase the monetary award sought.

The Agent for the Landlord appeared along with another Agent who was helping the first Agent due to language issues. The Agents testified they served the Tenant with the Notice of Hearing and amended Application by registered mail, sent on September 29, 2017. Under section 90 of the Act, the Tenant is deemed to have been served five days later. I find the Tenant has been duly served in accordance with the Act.

### Issue(s) to be Decided

Has the Landlord applied prematurely for this claim?

### Background and Evidence

The Agents testified that the Tenant is still living in the rental unit as the tenancy agreement is for a fixed term, ending October 31, 2107.

The Agents alleged that the Tenant’s dog has urinated on the carpet in the rental unit and they want to replace the carpet and retain the security deposit and pet damage deposit paid by the Tenant, and have her pay for any balance owed after the deposits

are set off against their entire claim. The Landlord is claiming for damages to the carpet.

### Analysis

Based on the above, the evidence and on a balance of probabilities I find that the Landlord's claim has been made prematurely. I dismiss the claim with leave to reapply, after the tenancy is over.

Under section 32 of the Act the Tenant must repair any damage caused to the rental unit by her or her pets. The Tenant is also allowed under section 7 of the Act to minimize her losses if she has breached the Act, entitling the Landlord to compensation. However, in this situation the Tenant is still in possession of the rental unit and may make the repairs herself prior to the end of the tenancy. Under the tenancy agreement entered into evidence by the Landlord, the tenancy is ending at 1:00 pm on October 31, 2017.

Therefore the Tenant has until 1:00 pm on October 31, 2017, to make any repairs to damages she or her pets may have caused to the rental unit. If the Tenant fails to make the repairs, or repair any other damage to the rental unit she or her pets may have caused, then the Landlord has leave to apply for these claims again.

### Conclusion

The Landlord's claim was premature. The Landlord's Application is dismissed with 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: October 16, 2017

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Residential Tenancy Branch