



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

CNR, MNDC, OLC

Introduction

This hearing dealt with an application by the tenant to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the Notice), dated April 30, 2018 and a monetary Order for loss in the amount of \$200.00, and for the landlord to be Ordered to comply with the Act. The tenant effectively withdrew their request for the landlord's right to enter the rental unit be controlled.

I accept the tenant's evidence that despite the landlord having been served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Residential Tenancy Act (the Act) the landlord did not participate in the conference call hearing.

The tenant was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Should the Notice to End dated April 30, 2018 be set aside?

Is the tenant entitled to the monetary amount claimed?

Should the landlord be Ordered to Comply with the Act?

Background and Evidence

This tenancy started April 01, 2016. The payable monthly rent is \$1400.00. At the outset of the tenancy the landlord collected a security deposit of \$650.00 and a pet damage deposit of \$200.00, all of which the landlord retains in trust. In the recent months the tenant acquired a small dog with the landlord's agreement the tenant may keep the dog on the residential property. The landlord requested of the tenant that they pay a half month's rent of \$700.00 as a further pet damage deposit. The tenant has

paid the landlord \$200.00 in response to the landlord's request of \$700.00 but does not think the landlord is entitled to any further payment toward a pet damage deposit. As a result, the landlord served the tenant a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities in which it states within the Utilities section that the tenant has failed to pay a pet damage deposit of \$300.00 as of March 01, 2018 (1 03 18). The tenant seeks the Notice to be cancelled and the landlord Ordered to return to them the \$200.00 already paid for an additional pet damage deposit. In addition, the tenant seeks that from here on the landlord be Ordered to comply with the Act.

Analysis

On preponderance of the evidence before me I find the landlord's 10 Day Notice to End Tenancy for Unpaid Rent or Utilities is ineffective to demand the tenant pay any amount which is not related to either owed rent or owed utilities, and for this reason alone the landlord's 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated April 30, 2018 is invalid and therefore I am setting it aside.

In respect to deposits, and in this matter specifically *pet damage deposits*, I find that **Section 20** of the Act states as follows (**emphasis mine**),

Landlord prohibitions respecting deposits

20 A landlord must not do any of the following:

- (a) require a security deposit at any time other than when the landlord and tenant enter into the tenancy agreement;
- (b) require or accept more than one security deposit in respect of a tenancy agreement;
- (c) require a pet damage deposit at any time other than
 - (i) when the landlord and tenant enter into the tenancy agreement, or
 - (ii) if the tenant acquires a pet during the term of a tenancy agreement, when the landlord agrees that the tenant may keep the pet on the residential property;
- (d) require or accept more than one pet damage deposit in respect of a tenancy agreement, irrespective of the number of pets the landlord agrees the tenant may keep on the residential property;**
- (e) require, or include as a term of a tenancy agreement, that the landlord automatically keeps all or part of the security deposit or the pet damage deposit at the end of the tenancy agreement.

I find that having already paid a pet damage deposit in respect to this tenancy agreement the landlord is prohibited from accepting, or the tenant being required, to pay

an additional pet damage deposit. As a result, I find that the tenant is entitled to recover the \$200.00 they have paid toward an additional pet damage deposit.

As a result of all the above,

I Order the Notice to End of this matter **dated April 30, 2018** is **cancelled and of no effect**.

I Order that the landlord comply with **Section 20** of the Residential Tenancy Act.

I grant the tenant **\$200.00**, and **I Order** that the tenant may deduct this same amount from a future rent in full satisfaction of their claim.

Conclusion

The tenant's application for monetary relief is granted in the above terms.
The landlord's Notice to End is cancelled. The tenancy continues.

This Decision is final and binding.

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: June 05, 2018

Residential Tenancy Branch