



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OLC FF

### Introduction

This hearing was convened pursuant to an Application for Dispute Resolution, made on September 11, 2018 (the “Application”). The Tenant sought the following relief pursuant to the *Residential Tenancy Act* (the “Act”):

- an order that the Landlord comply with the *Act*, regulation, and/or the tenancy agreement; and
- an order granting recovery of the filing fee.

The Tenant attended the hearing and was assisted by her son-in-law, D., who did not participate in the hearing. The Landlords were represented at the hearing by C.C.. Both the Tenant and C.C. provided affirmed testimony.

The Tenant testified the Application package was served on the Landlords by registered mail. Canada Post registered mail receipts were submitted in support, and the C.C. acknowledged receipt on behalf of the Landlords.

The Landlord submitted documentary evidence to the Residential Tenancy Branch on October 18, 2018, 4 days before the hearing. Although not submitted to the Residential Tenancy Branch or served on the Tenant in accordance with the Rules of Procedure, the Tenant acknowledged it was received and that she had an opportunity to review and consider it.

No further issues were raised during the hearing about service or receipt of these documents. Pursuant to section 71 of the *Act*, I find the above documents were sufficiently served for the purposes of the *Act*.

The parties were given an opportunity to present evidence orally and in written and documentary form, and to make submissions to me. 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.

### Issues to be Decided

1. Is the Tenant entitled to an order that the Landlord comply with the *Act*, regulation, and/or the tenancy agreement?
2. Is the Tenant entitled to an order granting recovery of the filing fee?

### Background and Evidence

The parties agreed the tenancy began on February 25, 2017. Rent in the amount of \$765.00 per month is due on the first day of each month. The parties confirmed the Tenant paid a security deposit of \$387.50 and a pet damage deposit of \$387.50, which the Landlord holds.

The Tenant sought an order that the Landlords refrain from requesting two pet damage deposits. During the hearing, the Tenant and C.C. agreed the Landlords are not entitled to request two pet damage deposits from the Tenant.

Further, the Tenant sought an order with respect to the number of pets in the rental unit. The Tenant confirmed she has two cats in the rental unit.

In reply, C.C. testified the tenancy agreement requires the Tenant to obtain the consent of the Landlord to bring additional pets into the rental unit, and that the Tenant now has two cats in the rental unit without the Landlords' consent. However, neither party submitted a complete copy of the tenancy agreement into evidence. When asked, the Tenant denied this is a term of the tenancy and claimed she did not have a copy in any event.

Analysis

In light of the oral and documentary evidence, and on a balance of probabilities, I find:

Section 62(3) of the *Act* states:

*The director may make any order necessary to give effect to the rights, obligations and prohibitions under this Act, including an order that a landlord or tenant comply with this Act, the regulations or a tenancy agreement and an order that this Act applies.*

[Reproduced as written.]

Further, section 19(1) of the *Act* states:

*A landlord must not require or accept either a security deposit or a pet damage deposit that is greater than the equivalent of 1/2 of one month's rent payable under the tenancy agreement.*

[Reproduced as written.]

C.C. acknowledged during the hearing that a Landlord cannot require a tenant to pay a pet damage deposit for an amount greater than the equivalent of one month's rent. However, I order the Landlord to comply with section 19(1) of the *Act*.

With respect to the Tenant's request for an order that the Landlord permit her to keep a second cat in the rental unit, I find there is insufficient information before me to determine whether or not the tenancy agreement contains a provision limiting the number of pets in the Tenant's rental unit without the Landlords' consent. Neither party submitted a complete copy of the tenancy agreement into evidence. The evidence of the Tenant and C.C. conflicted with respect to any pet clause in the tenancy agreement. This aspect of the Tenant's claim is dismissed. The parties remain at liberty to file a further application for dispute resolution for the relief sought.

Having been partially successful, I grant the Tenant a monetary award of \$50.00 in partial recovery of the filing fee. This amount may be deducted from a future rent payment at the Tenant's discretion.

***The parties are encouraged to examine the full tenancy agreement to confirm the inclusion of a provision that limits the number and type of pets permitted in the Tenant's rental unit, and whether or not the Landlords' consent is required.***

Conclusion

I order the Landlord to comply with section 19(1) of the *Act*.

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 23, 2018

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Residential Tenancy Branch