



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Skyline Towers
and [tenant name suppressed to protect
privacy]

DECISION

Dispute Codes MNDL-S, FFL

Introduction

This hearing was convened as a result of the landlord's application for dispute resolution under the Residential Tenancy Act (Act) for:

- compensation for alleged damage to the rental unit by the tenant; and
- recovery of the filing fee paid for the application.

The landlord's agent (landlord) and tenant MB attended the telephone conference call hearing; the tenant JM did not attend.

The landlord testified that they served the tenants with their Application for Dispute Resolution and Notice of Hearing by registered mail. The landlord submitted that tenant JM was served on October 24, 2019, and provided the Canada Post receipt showing the tracking number, which is listed on the style of cause page of this Decision.

Based upon the submissions of the landlord, I find the tenants were served notice of this hearing in a manner complying with section 89(1) of the Act and the hearing proceeded in the absence of JM.

The parties were provided the opportunity to present their evidence orally and to refer to relevant documentary and photographic evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (Rules). However, not all details of the parties' respective submissions and or arguments are reproduced here; further, only the evidence specifically referenced by the parties and relevant to the issues and findings in this matter are described in this Decision.

Words utilizing the singular shall also include the plural and vice versa where the context requires.

Issue(s) to be Decided

Is the landlord entitled to permanently retain the tenant's pet damage deposit, further compensation and recovery of their filing fee?

Background and Evidence

I heard evidence that a tenancy between the landlord and tenant MB began on November 1, 2013 and a security deposit of \$550 was paid.

The undisputed evidence is that MB has had a series of roommates in the rental unit, and that when a new roommate came in, a new tenancy agreement was signed. In this case, JM moved in on or about August 1, 2017, and vacated the rental unit on or about September 30, 2019. The landlord submitted a copy of the written tenancy agreement.

During the tenancy of MB and JM, as co-tenants, JM acquired a rescue cat and paid the landlord a pet damage deposit of \$597. The landlord has retained the tenant's pet damage deposit, having made this claim against it.

The landlord submitted that a move-out inspection was performed with JM, at which time damage from the cat was noted. Additionally, JM agreed that the landlord could retain her pet damage deposit of \$597. This agreement is noted on the move-out condition inspection report (CIR). The landlord submitted a copy of the CIR.

The landlord's monetary claim is \$885, comprised of \$577.50 for carpet repair, \$157.50 for carpet cleaning, \$50 for door repair and the filing fee of \$100.

The landlord submitted that JM's cat caused damage to the carpet by clawing and tearing the carpet; however, they were able to repair rather than replace the carpet.

Additionally, the landlord submitted that the carpet required steam cleaning, due to the pet odor. Also, the cat scratched a door in the rental unit, with required a repair.

The landlord submitted the receipts of the costs.

The landlord also submitted a document which shows the assignment of the security deposit and pet damage deposit. Within this document, JM assigned her interest in the security deposit to MB, and MB assigned her interest in the pet damage deposit to JM.

In this document, signed by both tenants, JM agreed to pay the costs of \$550 for carpet damage, \$50 for the door repair, and \$150 for carpet cleaning.

The landlord made clear their monetary claim was against JM only, for the pet damage.

Tenant MB's response-

The tenant explained that after she moved in, JM adopted a rescue cat, and while MB expressed great fondness for the cat, she confirmed that the cat caused the damage as claimed by the landlord.

The tenant said the pet damage deposit was solely in JM's name and she had no interest in it, just as JM had no interest in the security deposit, which has been held by the landlord since 2013.

The tenant said there had been no other pet in the rental unit until JM's rescue cat came in.

The tenant said she was told by the landlord that the damage caused by the cat would be the sole responsibility of JM and they would not seek compensation from her.

Analysis

After reviewing the relevant evidence, I provide the following findings, based upon a balance of probabilities:

Under section 7(1) of the Act, if a landlord or tenant does not comply with the Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other party for damage or loss that occurs as a result of their actions or neglect, so long as the applicant verifies the loss, as required under section 67. Section 7(2) also requires that the claiming party do whatever is reasonable to minimize their loss.

As to the costs claimed by the landlord associated with pet damage, Section 37 of the Act requires a tenant who is vacating a rental unit to leave the unit reasonably clean, and undamaged except for reasonable wear and tear.

I accept the undisputed evidence of the landlord and of the remaining tenant, MB, and the documentary evidence showing carpet and door damage, along with costs to remediate the floor damage, that the tenant JM's pet damaged the floor beyond normal wear and tear. I also find that JM agreed to the costs claimed by the landlord.

As a result, I find the landlord is entitled to a monetary award of \$785 for repair to the damaged carpet and door and cleaning of the carpet.

I also find the landlord is entitled to recovery of their filing fee of \$100, due to their successful application.

As both parties in attendance stated that the landlord's claim for pet damage was against JM only, I find it appropriate to name only JM in a resulting monetary order.

At the landlord's request, I direct them to retain the tenant's pet damage deposit of \$597 in partial satisfaction of their monetary award of \$885.

I grant the landlord a final, legally binding monetary order pursuant to section 67 of the Act for the balance due in the amount of \$288.

Should the tenant fail to pay the landlord this amount without delay after being served the order, the monetary order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an Order of that Court. The tenant is advised that costs of such enforcement are subject to recovery from the tenant.

Conclusion

The landlord's application for monetary compensation is granted, they have been authorized to retain tenant JM's pet damage deposit of \$597, and they have been awarded a monetary order for the balance due, in the amount of \$288.

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 16, 2020

Residential Tenancy Branch