



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCL-S, MNDL-S, FFL
 MNSD, FFT

Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties under the *Residential Tenancy Act* (the “Act”). The matter was set for a conference call.

The Landlords’ Application for Dispute Resolution was made on April 22, 2018. The Landlords applied for a monetary order for losses due to the tenancy, for a monetary order compensation for damage caused by the tenant, their pets or guests to the unit, site or property, permission to retain the security deposit and to recover their filing fee.

The Tenants’ Application for Dispute Resolution was made on May 3, 2020. The Tenants applied for the return of their security deposit and the return of their filing fee.

Both the Landlords and the Tenants attended the hearing and were each affirmed to be truthful in their testimony. The Tenants and the Landlord were provided with the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

I have reviewed all evidence and testimony 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.

Preliminary matter – Withdrawal of Item

At the outset of this hearing, the Landlord testified that they were not seeking unpaid rent for this tenancy but that they were seeking compensation for the loss of rental income for the period between April 16, 2020, to April 30, 2020.

I find it appropriate to remove the Landlord's claim to recover money for the unpaid rent.

Additionally, during the hearing, the Landlords testified that they had made an error on their monetary worksheet, listing a claim for the loss of rental income for the same period twice. The Landlord withdrew their claimed item #1 from their worksheet, in the amount of \$400.00.

I find it appropriate to grant the Landlord's request to remove item #1 from the Landlords' monetary claim, reducing their claim from \$1,715.16 to \$1,315.16.

Issues to be Decided

- Are the Landlords entitled to monetary compensation for damages under the *Act*?
- Are the Landlords entitled to monetary compensation for losses under the *Act*?
- Are the Landlords entitled to retain the security deposit for this tenancy?
- Are the Landlords entitled to recover the cost of the filing fee?
- Are the Tenants entitled to the return of their security deposit?
- Are the Tenants entitled to recover the cost of the filing fee?

Background and Evidence

While I have turned my mind to all of the accepted documentary evidence and the testimony of the parties, only the details of the respective submissions and/or arguments relevant to the issues and findings in this matter are reproduced here.

The parties agreed that the tenancy began on January 1, 2020, as a month to month tenancy, that rent in the amount of \$1,600.00 was to be paid by the first day of each month. The parties agreed that the Tenants paid the Landlords a security deposit of \$800.00. The parties also agreed that the Tenants moved out of the rental unit as of April 15, 2020, in accordance with the *Act*. Both parties submitted a copy of the tenancy agreement with a three-page addendum into documentary evidence.

Both the Landlords and the Tenants agreed that the Tenants provided their forwarding addresses to the Landlords on April 15, 2020. The Landlords testified that they completed the move-in inspection report but that they did not complete the move-out

inspection report. The Landlords submitted a copy of the move-in inspection report into documentary evidence.

The Landlord testified that the Tenants breach their tenancy agreement on April 12, 2020, by bringing a bearded dragon into the rental unit. The Landlord testified that this breach caused them to lose a new renter that they had secured for the rental unit, as extra sanitation was required at the end of this tenancy, due to the bearded dragon being in the rental unit.

The Tenants agreed that they had brought a glass caged bearded dragon into the rental unit, but they disagreed to the date, testifying that they had the caged animal in the rental unit overnight, between April 14, 2020, to April 15, 2020, the night before they moved out.

The Landlord changed their testimony, agreeing that they had seen the bearded dragon in the rental unit, in the glass cage, on April 14, 2020, and not April 12, 2020, as they had previously testified.

The Landlord testified that they run a pet-free rental and that due to the Tenants bring in the bearded dragon, they had to sanitize the couch and mattresses in the rental unit and were unable to provide the guaranteed pet free environment to the new renter that was scheduled to move in on April 16, 2020. The Landlords are requesting to recover their lost rental income between April 16, 2020, to April 30, 2020, in the amount of \$800.00 and their costs to have the rental unit sanitized in the amount of \$363.30.

The Tenant's testified that the bearded dragon never left the glass change, was never on the couch or the mattress, and that the rental unit was returned cleaned and did not require extra sanitation.

When asked by this Arbitrator if the Landlord had seen the bearded dragon on the couch or mattresses, the Landlords testified that they had not but that the Tenants could not be trusted in their account that the bearded dragon was never let out of the cage, as they breach their agreement for no pets.

The Parties agreed that a \$151.86 hydro bill was left unpaid at the end of this tenancy. The Tenants testified that they had agreed to this bill being deducted from their security deposit.

Analysis

Based on the above, testimony and evidence, and on a balance of probabilities, I find as follows:

In this case, the Landlords are claiming for \$1,163.30 in losses due to the Tenants' breach of a no pets clause in this tenancy agreement, consisting of \$800.00 in lost rental income and \$363.30 in sanitization costs. I have reviewed the tenancy agreement with the attached addendum, signed between these parties, and I find that these parties did agree to a no-pets provision for this tenancy.

I accept the agreed-upon testimony of these parties that the Tenants did bring a caged bearded dragon into the rental unit for one day. Therefore, I find that the Tenants did breach the no-pets provision of the tenancy agreement by bringing the bearded dragon into the rental unit.

However, I do not accept the Landlord's testimony that the rental unit required special sanitization due to the caged reptile being in the rental unit for one-night. I have reviewed the Landlords' evidence package, and I find that there is no evidence before me to show that the bearded dragon left the cage during the overnight stay in the rental unit, or that the bearded dragon had been on the couch and mattresses that the Landlords claim required cleaning.

I have also reviewed the tenancy agreement signed between these parties, and I find that there is no disclosure contained in that document, advising that special sanitization services would be required if a breach of the no-pet term were to occur during the tenancy.

Additionally, I also find that there is no evidence before me to show that the Landlords lost the next renter of the rental unit due to the Tenants' breach of the no pets term of the tenancy agreement.

Overall, I find that the Landlords have failed to provide sufficient evidence, to satisfy me, that special sanitization service were required at the end of this tenancy. Consequently, I dismiss the Landlords claim for \$1,163.30, consisting of \$363.30 in sanitization costs and \$800.00 in lost rental income.

I accept the agreed-upon testimony of these parties that a \$151.86 hydro bill was left unpaid at the end of this tenancy. Accordingly, I grant permission to the Landlords to retain \$151.86 from the \$800.00 security deposit they are holding for this tenancy.

I order the Landlords to return the remaining \$648.14 of the security deposit to the Tenants.

Additionally, section 72 of the Act gives me the authority to order the repayment of a fee for an application for dispute resolution. As the Tenants were the successful parties to this dispute, I find that the Tenants are entitled to recover the \$100.00 filing fee paid for their application.

Conclusion

I grant permission to the Landlords to retain \$151.86 from the security deposit they are holding for this tenancy.

I find for the Tenants pursuant to sections 38 and 72 of the *Act*. I grant the Tenant a **Monetary Order** in the amount of **\$748.14**. The Tenants are provided with this Order in the above terms, and the Landlords must be served with this Order as soon as possible. Should the Landlords fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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: August 31, 2020

Residential Tenancy Branch