



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

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

## **DECISION**

Dispute Codes      MNR, FF

### Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order for unpaid rent or utilities – Section 67; and
2. An Order for the recovery of the filing fee – Section 72.

I accept the Landlord’s evidence that each Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenants did not attend the hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the Landlord entitled to the monetary amount claimed?

Is the Landlord entitled to recovery of the filing fee?

### Background and Evidence

The tenancy started on February 1, 2013. Rent of \$1,105.00 is payable monthly. At the outset of the tenancy the Landlord collected \$552.00 as a security deposit. No pet deposit was collected as noted in the tenancy agreement. Shortly after the tenancy started the Tenant was given permission to have a pet and although the Tenant paid a pet deposit on February 22, 2013, this amount was shortly thereafter reimbursed to the Tenant as a credit on March 1, 2013 and the Tenant used the credit for a portion of March 2013 rent. The Landlord is concerned that the Tenant will claim repayment of a

pet deposit at the end of the tenancy. The Landlord now claims an unpaid pet deposit in the amount of \$550.00.

### Analysis

Section 20 of the Act provides that a landlord must not require a pet damage deposit at anytime other than when the landlord and tenant enter into the tenancy agreement, or 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. The Landlord did not require a pet deposit at the outset of the tenancy. As the Landlord agreed that the Tenant could have a pet and collected the pet deposit at the time of the agreement but reimbursed the Tenant the pet deposit shortly after it was paid, I find that the Landlord may not now claim payment of a pet deposit nor may the Tenant claim return of any pet deposit at the end of the tenancy. I therefore dismiss the Landlord's claim.

### Conclusion

The Landlord's application is dismissed.

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: December 03, 2013

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Residential Tenancy Branch