



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes CNC

Introduction

This hearing was scheduled for 1:30 p.m. on this date to deal with the tenant's application to cancel a Notice to End Tenancy for Cause. The tenant did not appear at the hearing by 1:40 p.m.; however, the landlord appeared and was prepared to settle this dispute. I proceeded to hear from the landlord.

Issues(s) to be Decided

1. Should this tenancy end for cause?

Background and Evidence

The landlord testified that the tenancy commenced November 1, 2008. A *1 Month Notice to End Tenancy for Cause* (the Notice) was personally served upon the tenant on or about May 13, 2009 which the tenant disputed within 10 days. The Notice indicates the tenant has assigned or sublet the rental unit without consent and the tenant, or a person permitted on the property by the tenant, had:

- significantly interfered with or unreasonably disturbed another occupant or the landlord, and
- put the landlord's property at significant risk.

The landlord acknowledged that since issuing the Notice the other occupants left the rental unit and there have been no issues with the tenant and remaining occupants except for the tenant keeping a small dog in the rental unit.

The landlord is willing to continue with tenancy and the tenant can keep the dog provided the tenant pays a pet deposit. The landlord expressly withdrew the Notice to End Tenancy and stated that he will communicate with the tenant about payment of a pet deposit.

Analysis

I accepted the landlord's withdrawal of the Notice to End Tenancy and this tenancy shall continue until such time it ends under the Act.

Section 18, 19 and 20 of the Act provide for the payment of a pet deposit. The Act provides that the landlord is permitted to require a pet deposit up to one-half of a month's rent at the time a landlord agrees that the tenant may have a pet.

The landlord must notify the tenant that she is required to pay a pet deposit and if the tenant fails to pay a pet deposit within 30 days of such notification, the landlord will have grounds to end the tenancy for cause.

Conclusion

The landlord withdrew the Notice to End Tenancy issued on May 13, 2009 with the effect that this tenancy shall continue until such time it ends under the Act. The landlord will notify the tenant to pay a pet deposit in order to keep her dog and the tenant will have 30 days to pay the pet deposit to the landlord.

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: July 07, 2009.

Dispute Resolution Officer