



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

DECISION

Dispute Codes: CNC

Introduction

This application was brought by the tenant seeking to have set aside a 30-day Notice to End Tenancy for cause served by posting on September 4, 2009. The tenant also sought to recover the filing fee for this proceeding.

Issues to be Decided

This application requires a decision on whether the Notice to End Tenancy should be set aside or upheld.

Background and Evidence

This tenancy, in a 48-unit complex, began February 1, 2006. Current subsidized rent is \$307 per month and market value is \$700 per month. The landlord holds a security deposit of \$350 paid on January 6, 2006.

During the hearing, the landlord gave evidence that the Notice to End Tenancy had been served after the tenant had failed to report that she had obtained a pet dog, and despite being provided with a copy of the landlord's pet policy, she had not paid the pet damage deposit.

The landlord submitted a copy of the pet policy revised on April 1, 2008, distributed to all tenants. The landlord also submitted copies of letters to the applicant tenant dated April 27, 2009 and July 10, 2009. The first reminded the tenant of the need to file an application for permission to have the pet, gave a deadline of May 8, 2009 for submission and advised that, if approved, the tenant would be permitted one month to pay the pet damage deposit of \$350.

The second letter again reminded the tenant of the need to make application and set a deadline of August 13, 2009.

The tenant stated that she did not receive the first letter and made the application on July 13, 2009 after receiving the second letter. She said that she sent a cheque to the landlord (although the landlord had requested a money order). However, the landlord has no record of having received the cheque.

At the time of the hearing, the pet damage deposit remained unpaid. The tenant said she believed the landlord could not charge \$350, half the market rent, and had been advised by the Residential Tenancy Branch that the landlord could charge only half of the actual rent, although she did not provide that amount either.

The landlord gave further evidence that she had received numerous reports concerning activities of the tenant's 12-year-old son. In one incident, he was one of three boys found by the building manager playing with a lighter and a propane tank. On another issue, a friend of the son who has frequented the property was the subject of

sufficient complaints that he was banned from the property. There were concerns also about the son's disrespectful words to the building manager leading to a warning letter to the tenant on July 10, 2009 as well as other incidents.

Analysis

Section 47(1)(a) of the *Act* makes provision for a landlord to give Notice to End Tenancy for cause when "the tenant does not pay the security deposit or pet damage deposit within 30 days of the date it is required to be paid under the tenancy agreement."

Clause 8(2) of the rental agreement stipulates that a tenant who wishes to bring in a pet after the start of a tenancy "shall submit a written request to the Landlord on the prescribed form and, following approval by the Landlord, shall pay a pet deposit equivalent to one half (1/2) of one month's rentby certified cheque or money order."

I find that it is common practice in subsidized housing that security deposits and pet damage deposits are based on the market rent and that if the tenant had question, she ought to have paid the requested amount, or at least submitted what she thought to be the correct amount. She did neither.

I find that the tenant has breached the *Act* and the rental agreement by failing to pay the pet damage deposit despite having been given time extensions on both the application and payment.

Therefore, on that ground alone, I find that the Notice to End Tenancy is lawful and valid, and I cannot set it aside. Having so determined, I do not find it necessary to review the additional causes associated with acts by the landlord's son or his guest.

During the hearing, the landlord stated that, if I upheld the Notice to End Tenancy, she would require an Order of Possession effective November 30, 2009 pursuant to section 55(1) of the *Act* which compels me to issue the order on the landlord's oral request.

Conclusion

Accordingly, the landlord's copy of this decision is accompanied by an Order of Possession, enforceable through the Supreme Court of British Columbia, for service on the tenant with an effective end of tenancy date of November 30, 2009