



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, LRE
OPR, MNR, FF

Introduction

This hearing dealt cross applications by the landlord and tenant. The application by the tenant to cancel a notice to end tenancy for unpaid rent and to suspend conditions on the landlord's right to enter. The application by the landlord is for an order of possession for unpaid rent, a monetary order for unpaid rent and recovery of the filing fee. Both parties participated in the conference call hearing.

Issue(s) to be Decided

Is either party entitled to any of the above under the Act.

Background and Evidence

This tenancy began August 1, 2011 with monthly rent of \$875.00 and the tenant paid a security deposit of \$437.50.

At the start of the hearing the landlord testified that the \$204.42 in back rent had been paid by the tenant and an agreement reached whereby the tenancy would continue. The landlord stated that the tenant had also agreed to pay the \$437.50 pet deposit and \$50.00 filing fee in the coming months.

The tenant testified that there had been a mix up with her ministry cheques and that was why the rent had been short at the start of the tenancy. The tenant stated that the matter has since been resolved and the landlord is now directly receiving the correct monthly rent.

The tenant stated that at the start of the tenancy she had a boyfriend who had a dog and both would come to the rental unit but that approximately two weeks into the tenancy the relationship ended and neither come to the rental unit. The tenant stated that she does not have any pets herself and questioned whether or not she should be required to pay a pet damage deposit.

The landlord responded by stating that he was concerned about fleas and wear and tear in the rental unit from the dog and believed that he should have a pet deposit in place in case there were issues related to the dog having been in the rental unit for two weeks.

The tenant stated that the landlord had not been entering her rental unit without providing proper notice and that she had checked off 'suspend or set conditions on the landlord's right to enter' on the application after speaking to Residential Tenancy Branch staff. Therefore this portion of the tenant's application is dismissed.

Analysis

Prior to this hearing, the parties reached an agreement to settle their dispute. Specifically, both parties agreed to the following:

- The \$204.42 November 2011 rent has been paid in full
- The tenant will reimburse the landlord the \$50.00 filing fee
- The tenancy will continue uninterrupted

However in regards to the agreement whereby the tenant would pay the landlord a \$437.50 pet damage deposit, **as the tenant does not have a pet in the rental unit the tenant will not be required to pay a pet damage deposit.** The tenant may have been in breach of the tenancy agreement when the dog was in the rental unit however that breach was corrected within two weeks of the start of the tenancy.

Accordingly, the notice to end tenancy is hereby set aside and the tenancy continues in full force and effect.

Conclusion

The landlord's 10 Day Notice to End Tenancy for Unpaid Rent dated January 30, 2012 is set aside with the result that the tenancy continues uninterrupted.

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: February 29, 2012

Residential Tenancy Branch