



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Wall Financial Corporation  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC, MNDC

### Introduction

This is an application filed by the Tenant for an order to cancel a 1 month notice to end tenancy issued for cause and a monetary order for money owed or compensation for damage or loss.

Both parties attended the hearing by conference call and gave testimony. As both parties have attended and have acknowledged receiving the notice of hearing package and the submitted evidence, I am satisfied that both parties have been properly served.

RTB Rules of Procedure 2.3 states that “if in the course of a dispute resolution proceeding, the dispute resolution officer determines that it is appropriate to do so, the Dispute Resolution officer may dismiss unrelated disputes contained in a single application with or without leave to reapply.” In this regard I find the tenant has applied for a Monetary Order for money owed or compensation for damage or loss. The Tenant has stated that the monetary order is for past issues from the beginning of the tenancy and for future moving costs and rent for a larger unit. This section of the tenant’s application is unrelated to the main section which is to cancel the One Month Notice, I dismiss this section of the tenants claim with leave to reapply.

During the hearing the Landlord stated that he wished to end the tenancy and for the notice to be upheld.

### Issue(s) to be Decided

Is the Tenant entitled to an order cancelling the notice to end tenancy issued for cause?  
Is the Landlord entitled to an order of possession?

### Background, Evidence and Analysis

Both parties have agreed that the Landlord served the Tenant with a 1 month notice to end tenancy issued for cause dated February 6, 2013. The stated effective date is shown as March 31, 2013. The Landlord states that the notice was posted to the rental unit door on February 6, 2013. The stated reason for cause was:

-Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

The Landlord states that the Tenant has a clause in the tenancy agreement which requires that if the Tenant has pets that a pet agreement must be entered into and a pet deposit paid. The Landlord states that a letter was sent to the Tenant dated January 23, 2013 requesting the Tenant to enter into a pet agreement as required by the signed tenancy agreement. The Tenant stated that she refused. The Landlord then served the Tenant with the 1 month notice to end tenancy issued for cause. The Tenant stated in her direct testimony that she had verbal permission from the previous caretaker to keep the pets until she signed a pet agreement and paid the pet deposit.

I accept the testimony of both parties and find that the Tenant was served with the 1 month notice to end tenancy issued for cause on February 6, 2013. I find based upon the Landlord's evidence and in particular the direct testimony of the Tenant that the Tenant has failed to provide sufficient evidence. The Tenant's application is dismissed. The notice to end tenancy dated February 6, 2013 is upheld. The Landlord is granted an order possession. The Tenant must be served with the order of possession. Should the Tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

### Conclusion

The Tenant's Application is dismissed without leave to reapply.  
The Landlord is granted an order of possession.

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: March 07, 2013

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Residential Tenancy Branch

