



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** CNC, OLC, RP, FF

### **Introduction**

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy and for the recovery of the filing fee. The tenant also applied for an order directing the landlord to comply with the *Act* and make repairs. Both parties attended the hearing and had opportunity to be heard.

RTB Rules of Procedure 2.3 states that if in the course of a dispute resolution proceeding, the Arbitrator determines that it is appropriate to do so, the Arbitrator 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 an order for the landlord to comply with the *Act* and for an order for the landlord to make repairs. As these sections of the tenant's application are unrelated to the main section which is to cancel the one month notice, I dismiss these sections of the tenant's claim, with leave to reapply.

Accordingly this hearing only dealt with the tenant's application to set aside the notice to end tenancy.

### **Issue to be Decided**

Does the landlord have grounds to end this tenancy?

### **Background and Evidence**

The tenant testified at the start of tenancy in March 2010, she paid a security deposit and was not required to pay a pet deposit even though she had three pets. Neither party filed a copy of the original tenancy agreement. Both parties agreed that it was lost and/or not available. The tenant stated that the arrangement to have three pets was verbal and consolidated by a "handshake".

On April 01, 2013, the management of the rental unit changed hands. The new management requested the tenant to sign a tenancy agreement which required her to pay a pet deposit and keep a single pet. The tenant refused to sign the agreement because she did not agree with its terms.

On April 25, 2013, the landlord served the tenant with a notice to end tenancy for cause. The reason for the notice is that the tenant did not pay the pet deposit within 30 days as required by the tenancy agreement.

### **Analysis**

In order to support the notice to end tenancy, the landlord must prove the grounds alleged.

Section 20 (c) of the *Residential Tenancy Act* states that a landlord must not require a pet damage deposit at any time 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.

Based on the sworn testimony of both parties, I find that the previous landlord allowed the tenant to keep three pets from the start of tenancy without having to pay a pet deposit. Therefore pursuant to Section 20(c) the landlord may not request a pet damage deposit from the tenant after three years of tenancy.

I therefore allow the tenant's application and set aside the landlord's notice to end tenancy dated April 25, 2013. As a result, the tenancy shall continue in accordance with its original terms. Since the tenant has proven her case, I award her the recovery of the filing fee.

### **Conclusion**

The notice to end tenancy is set aside and the tenancy will continue. The tenant may make a onetime deduction of \$50.00 from a future rent for the recovery of the filing fee.

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: May 31, 2013

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Residential Tenancy Branch