



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding NPR LTD PARTNERSHIP  
and [tenant name suppressed to protect privacy]

## DECISION

Dispute Codes      OPC OPB

### Introduction and Analysis

This hearing dealt with the landlord's Application for Dispute Resolution seeking remedy under the *Residential Tenancy Act* (the "Act"), seeking an order of possession based on a 1 Month Notice to End Tenancy for Cause (the "1 Month Notice"), and based on the tenants breaching an agreement with the landlord.

The tenants and an agent for the landlord (the "agent") attended the hearing. The hearing process was explained to the parties and an opportunity to ask questions about the hearing process was provided to the parties.

The tenants confirmed receiving the documentary evidence from the landlords and that they had the opportunity to review the documentary evidence prior to the hearing.

The landlord submitted a copy of a 1 Month Notice dated February 28, 2014. The 1 Month Notice indicates one cause which reads "Residential Tenancy Act only: security deposit or pet damage deposit was not paid within 30 days as required by the tenancy agreement." The tenancy agreement, which was signed on January 3, 2014 by the parties, does not list a pet damage deposit, only a security deposit.

The agent referred to a separate document signed on December 30, 2013, which speaks to a pet damage deposit due May 1, 2014 in the amount of \$462.50, but does not indicate that the document is an addendum to the tenancy agreement. Furthermore, the parties confirmed that more than \$462.50 was paid by the tenants for a pet damage deposit by May 5, 2014, although I note that the signed tenancy agreement does not require a pet damage deposit.

Given that the 1 Month Notice was based on a pet damage deposit not being paid in accordance with a tenancy agreement that did not list a pet damage deposit, **I cancel**

the 1 Month Notice as the 1 Month Notice was not valid when it was issued on February 28, 2014.

Given the above, the 1 Month Notice dated February 28, 2014, is of no force or effect. As a result of the above, **I dismiss** the application of the landlord.

I order the tenancy to continue until ended in accordance with the *Act*.

### Conclusion

The application of the landlord has been dismissed. The 1 Month Notice dated February 28, 2014 is cancelled as it is not valid. The 1 Month Notice dated February 28, 2014 is of no force or effect.

The tenancy continues until ended in accordance with the *Act*.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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 22, 2014

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Residential Tenancy Branch

