



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FF, O

Introduction

This is an application to cancel a Notice to End Tenancy that was given for cause.

Some documentary evidence and written arguments has been submitted by the parties prior to the hearing.

I have given the parties the opportunity to present all relevant evidence, and to give oral testimony, and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

The issue is whether or not to cancel or uphold a 1 month Notice to End Tenancy.

Background and Evidence

On September 29, 2014 the landlord served the tenant with a 1 month Notice to End Tenancy giving the following reasons:

- Security deposit or pet damage deposit was not paid within 30 days as required by the tenancy agreement.
- Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so
- Tenant or person permitted on the property by the tenant has significantly interfered with or unreasonably disturb another occupant or the landlord.

This tenancy began on August 1, 2014 and the tenancy agreement requires that a security deposit of \$700.00 be paid by August 1, 2014.

In their testimony, both landlord and the tenant stated that there is still \$50.00 of the security deposit outstanding.

The tenant claims that he had the \$50.00 to pay the landlord, but the landlord never came to get the money; however he also stated that he did not add the \$50.00 with his monthly rent.

The tenant is asking that the Notice to End Tenancy be canceled, and the landlord is asking that the Notice to End Tenancy be upheld and that an Order of Possession be issued.

Analysis

Section 47(a) of the Residential Tenancy Act states:

47 (1) A landlord may end a tenancy by giving notice to end the tenancy if one or more of the following applies:

(a) 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;

In this case the tenant has admitted that he has not paid the full security deposit, even as of today's date.

The tenants has argued that he had the security deposit available for the landlord to pickup at any time, but the landlord failed to do so, however this is not a reasonable argument as the tenant could have added the extra \$50.00 when he paid the rent for the months of September 2014, or October 2014, or November 2014, and he failed to do so.

I am therefore unwilling to cancel this Notice to End Tenancy.

Having upheld the Notice to End Tenancy for failure to pay the full security deposit within the required time limit, there is no need for me to make a finding on the other reasons given on the Notice to End Tenancy.

Conclusion

This application to cancel the Notice to End Tenancy is dismissed, and upon application from the landlord I have issued an Order of Possession for November 30, 2014.

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: November 20, 2014

Residential Tenancy Branch

