



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Royal LePage Property Management
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC MNR MNSD MT O FF

Introduction

This hearing dealt with applications by the tenant and the landlord. The tenant applied to cancel a notice to end tenancy for cause. The landlord applied for an order of possession pursuant to the notice to end tenancy.

The landlord also applied for monetary compensation and an order to retain the security deposit; however, it was not necessary for me to address the landlord's monetary claim and those portions of their application are dismissed with leave to reapply.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. Both parties were given full opportunity to give affirmed testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Background and Evidence

The tenancy began on September 1, 2012. At the outset of the tenancy the tenant did not have a pet, and the tenancy agreement indicated that the tenant did not pay and was not required to pay a pet deposit at that time.

On July 29, 2014 the tenant reported to the landlord that her dog had been attacked by another tenant's dog. On that date, the landlord sent the tenant a letter indicating that

her unit was a no pet unit, the owner would not allow any pets or accept a pet deposit, and she must remove all pets permanently by September 30, 2014.

The tenant did not remove her pet or pets. On October 7, 2014 the landlord sent the tenant another letter, in which the landlord indicated that the owner of the property agreed to allow the tenant's pet, but only if the tenant paid a pet deposit of \$400 by November 7, 2014.

The tenant did not pay the landlord a pet deposit. On November 24, 2014 the landlord served the tenant with a notice to end tenancy for cause. The notice indicated that the reason for ending the tenancy was that the tenant had failed to pay a pet damage deposit within 30 days as required by the tenancy agreement.

Landlord's Evidence

The landlord stated that after they informed the tenant that she must remove her pets, she advised the landlord that she would not be getting rid of her dog. The landlord stated that after the owner agreed to accept a pet deposit from the tenant, the tenant advised that she had no intention to pay a pet deposit. The landlord therefore served the tenant with the notice to end tenancy.

Tenant's Evidence

The tenant stated that in August 2013 she went in to the landlord's office and said she would like to be able to get a dog, because it was a pet-friendly building. The tenant stated that the landlord had no problem with that. The tenant stated that she told the landlord she would pay a pet deposit, but she asked if she could pay it in three installments. The tenant stated that the landlord responded that they would let her know. The tenant stated that she then got a dog, and the landlord never responded to the tenant regarding payment of a pet deposit.

The tenant submitted that the landlord only had 30 days from the time the tenant got her dog to request payment of a pet deposit, and because they did not do so she is not required to pay a pet deposit.

Analysis

Under section 20 of the *Residential Tenancy Act*, if a tenant acquires a pet during their tenancy, the landlord may not require the tenant to pay a pet deposit at any time other than when the landlord agrees that the tenant may keep the pet.

I accept the testimony of the tenant that in August 2013 the landlord gave her permission to have a dog. Therefore, the landlord could not require the tenant to pay a pet deposit more than one year after giving permission for the tenant to have the dog.

I therefore find that the notice to end tenancy is not valid, and I cancel the notice.

Conclusion

The notice to end tenancy for cause dated November 24, 2014 is cancelled, with the effect that the tenancy continues until such time as it is ended in accordance with the Act.

The landlord's application for an order of possession is dismissed. As their application was not successful, they are not entitled to recovery of the filing fee for the cost of their application.

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: January 6, 2015

Residential Tenancy Branch

