



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC OPC

Introduction:

This was an application by the tenant to cancel a Notice to End the Tenancy for cause dated February 16, 2015 to be effective March 1, 2015. The effective date on the Notice is automatically corrected to March 31, 2015 pursuant to section 53 of the Residential Tenancy Act as a one month Notice to End Tenancy for cause must give a full month's notice and according to section 47(2) (b) end the tenancy on the day before the day in the month that rent is payable under the tenancy agreement. The tenant/applicant did not attend the hearing and the landlord said they had vacated.

SERVICE:

The landlord admitted service of the application for dispute resolution.

Preliminary Issue: Yesterday I received a copy of an amended Application from the tenant dated March 6, 2015. The officer noted she had arrived at 4:28 p.m. on (Friday) March 6 and had provided no file number or hearing time and asked this amendment to be added to the file. It is a claim for \$1500. The landlord said he had not received a copy of this. I decline to grant this amendment to her file as it is filed too late for the hearing and the landlord received no notice of it and has not had an opportunity to respond. I dismiss this portion of her Application with leave to reapply within the time limitations in the Act.

Issues: Is the tenant entitled to any relief?

Background and Evidence:

Only the landlord attended the hearing and was given opportunity to be heard, to provide evidence and to make submissions. The tenancy began on February 1, 2015, rent is \$1,000.00 a month and the tenant paid a security deposit of \$500. The landlord said the security deposit has been refunded to the tenant. The landlord served the Notice to End Tenancy pursuant to section 47 for the following reasons:

a) The tenant or a person permitted on the property by them has seriously jeopardized the health or safety or lawful right of another occupant or the landlord;

The landlord submitted evidence that the tenant had brought her cat into her unit and this jeopardized the health of his daughter who has severe allergies. He said she was aware of their No Pets policy. The tenant disputed but signed the Notice to End

Tenancy saying she would leave February 11, 2015. Apparently her son discussed this with the landlord and a later date was agreed but she has now vacated.

Analysis:

The Notice to End a Residential Tenancy is based on cause pursuant to section 47 of the Act. The Residential Tenancy Act permits a tenant to apply to have the Notice set aside where the tenant disputes it. Although the tenant disputed saying the landlord told her by phone it was okay to keep her cat, I find she did not attend to support her application and I find the advertisement for the suite clearly said No Pets. I find the weight of the evidence supports that the landlord had good cause to end the tenancy. I find it is not necessary to issue an Order of Possession as the tenant has vacated.

Respecting her amendment to make a monetary claim, I find she is out of time to amend this Application and the landlord never received it. Therefore, I dismiss this portion of her application and give her leave to reapply within the time limits in the Act. I note she has already received the refund of her security deposit.

Conclusion:

For the reasons stated above, I dismiss the tenant's application. I give her leave to reapply for the monetary claim which was filed out of time; any application must be made within the time limits in the Act. No filing fee was involved.

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 10, 2015

Residential Tenancy Branch

