



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BUILDING BLOCK PROPERTIES LTD.
and [tenant name suppressed to protect privacy]

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 28, 2015 to be effective March 31, 2015. Both parties were present at the hearing.

SERVICE:

I find that the Notice to End a Residential Tenancy was served on the door of the tenant. The landlord admitted service of the application for dispute resolution.

Issues: Is the tenant entitled to any relief?

Background and Evidence:

Both parties attended the hearing and were given opportunity to be heard, to provide evidence and to make submissions. It is undisputed that the tenancy began on March 1, 2012. The current rent is \$563.75. The tenant paid a security deposit of \$275 on February 1, 2012 and agreed to pay a pet damage deposit of \$275 by instalments of \$35 a month. No instalments were paid and the tenant said the previous manager waived the payments. The landlord served the Notice to End Tenancy pursuant to section 47 for the following reason:

- a) The tenant has not paid the pet damage deposit within the 30 days as required by the Tenancy Agreement.

The landlord said they had tried to explain to the tenant the situation and he had agreed to pay the pet damage deposit on at least four occasions but had not followed through. The advocate said the tenant's money is managed by a charitable organization and they could guarantee payment. After further discussion, the parties agreed to settle on the following terms and conditions:

Settlement Agreement:

1. **The tenant agrees he will pay the Pet Damage Deposit in two installments:**
 - (i) **The first installment of \$137.50 will be paid on May 1, 2015.**
 - (ii) **The second installment of \$137.50 will be paid on June 1, 2015**

- 2. The landlord will receive an Order of Possession effective two days from service which they agree not to enforce provided the tenant makes the payments as promised.**

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. I find insufficient evidence that the tenant's pet damage deposit had been verbally waived by a previous manager and in any case, a written contract over rides a verbal waiver. I find the tenant signed a tenancy agreement wherein he agreed to pay a pet damage deposit and never did. Therefore, I find the landlord has good cause to end the tenancy.

Pursuant to the above noted agreement, an Order of Possession is granted to the landlord which they have agreed not to enforce provided the tenant pays the pet damage deposit in two payments on the dates agreed.

Conclusion:

I grant the landlord an Order of Possession effective two days from service which the landlord has agreed not to enforce provided the tenant makes the payments as agreed. 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: April 15, 2015

Residential Tenancy Branch

