



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes            CNC, PSF, LRE

### Introduction

The tenant applies to cancel a one month Notice to End Tenancy dated June 1, 2015. She also seeks an order regarding services and facilities and an order regarding landlord access but those requests were withdrawn at hearing.

The Notice in question alleges that a security deposit was not paid within 30 days as required by the tenancy agreement. Such a ground, if established, is a lawful ground for eviction under s. 47(1)(a) of the *Residential Tenancy Act* (the "Act").

### Issue(s) to be Decided

Does the relevant evidence presented at hearing show on a balance of probabilities that there are good grounds for the Notice?

### Background and Evidence

The rental unit is a two bedroom house. The tenant first took occupancy in October 2014, along with a co-tenant. The co-tenant moved out. The parties entered into a new tenancy agreement in writing for a one year fixed term tenancy starting March 15, 2015 at a monthly rent of \$1550.00.

The tenant and her co-tenant had paid a \$775.00 security deposit under the first tenancy. The parties at this hearing agreed that the entire deposit had been applied to resolve issues with the last tenancy and that no portion of the original deposit money was carried over or applied to the deposit required for the new tenancy.

The written tenancy agreement is in the form provided by the Residential Tenancy Branch (#RTB-1) and it calls for a \$775.00 security deposit. The area indicated to show when the deposit is required to be paid by has been left blank. The parties have handwritten and initialed a provision beside it stating;

Balance to be determined subject to pay out of previous agreement. Can be paid in installments over six month period if necessary.

The tenant has not paid any deposit money.

The landlord and Mr. D.L., a co-landlord, became worried about the cost to repair the fir floors in the home. They consider that the floors had been significantly damaged by pets during the previous tenancy. On April 22, 2015 they wrote to the tenant requiring her to pay the \$775.00 security deposit by regular monthly installments starting May 1, of five \$130.00 payments and a final payment of \$125.00.

The tenant gave some indication that she would pay the first installment but didn't.

### Analysis

There was much reference to the flooring and to some other issues not related to the issue in question; namely, whether or not the tenant has breached s. 47(1)(a) of the *Act*.

It is apparent that the balance of security deposit the tenant owes is \$775.00. There was no balance paid out from the previous agreement.

The contractual relationship between the parties is governed by the written agreement. The handwritten terms indicate that the tenant could pay the deposit money by installments over six months "if necessary." I find that to mean if the tenant found it necessary.

The tenant may have indicated she would comply with the installment plan by paying the May \$130.00. That is not indicative that she was agreeing to commit to the plan imposed by the April 22<sup>nd</sup> note or alter the general terms regarding deposit payment as agreed to in the tenancy document.

### Conclusion

The tenant has until September 15, 2015 to pay the full \$775.00 deposit money, whether it is by one installment or more. The Notice was without good grounds and I hereby cancel it.

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: August 02, 2015

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Residential Tenancy Branch

