



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SOUTH PEACE COMMUNITY RESOURCES SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OPC CNC FF

Introduction:

This hearing dealt with cross application, one by the landlord pursuant to the *Residential Tenancy Act* (the Act) to request an Order of Possession pursuant to Sections 47, and 55 for cause and to recover the filing fee pursuant to Section 72. The tenant also applied to cancel the Notice to End Tenancy for cause. The tenant did not attend the hearing. The landlord gave sworn testimony that they served the Notice to End Tenancy by posting it on the tenant's door and personally served their Application on her. They said they received personal service of her Application. I find the documents were legally served pursuant to sections 88 and 89 of the Act.

Preliminary Issue:

In her application, the tenant had named a program manager as the landlord whereas in the landlord's application, the name of the commercial landlord was given. I find the Notice to End Tenancy was issued in the commercial landlord's name. Therefore, I find the tenant incorrectly named the landlord. The landlord's name is corrected in the Decision and Order.

Issue(s) to be Decided:

The tenant was issued a Notice to End Tenancy dated November 25, 2015 to be effective December 31, 2015 for cause. Has the landlord proved on the balance of probabilities that there is good cause to end this tenancy and obtain an Order of Possession and to recover the filing fee?

Or is the tenant entitled to any relief?

Background and Evidence:

Only the landlord attended and was given opportunity to be heard, to present evidence and to make submissions. The undisputed evidence is that the tenancy commenced September 8, 2015, a security deposit of \$330 was paid and rent is currently \$660 a

month. The landlord said the tenant did not disclose she had a pet and paid no pet damage deposit as they require. They noticed she had a dog on October 16, 2015 but she denied she was keeping the dog and said it was her mother's and only there for one day. On October 19, 2015, it was noted she still had a dog and a letter was sent to her. On November 25, 2015, counsellor notes say she did not attend a session but she still has a dog and has not paid a deposit.

The tenant disputes the Notice to End Tenancy and states she was not given 30 days to pay her pet damage deposit. She did not attend to support her application or provide documentary evidence to explain her rationale. In evidence is the Notice to End Tenancy, notes of the landlord and counsellor and the tenancy agreement.

Analysis

Order of Possession

I find that the landlord is entitled to an Order of Possession. I find the weight of the evidence is that the tenant obtained a pet after the commencement of tenancy and did not disclose this to the landlord. In fact, I find the weight of the evidence is that she denied it at first. I find the tenancy agreement and the Act require a tenant to disclose the new possession of a pet and do a condition inspection report with the landlord, at which time a pet damage deposit is due. I find the weight of the evidence is that this tenant did not fulfill these obligations.

In respect to the tenant's application, I find she was given more than 30 days notice of her obligations under the tenancy agreement and the Act but chose not to fulfill them. I dismiss her application in its entirety without leave to reapply.

Conclusion:

I find the landlord is entitled to an Order of Possession effective two days from service (enclosed) and to recover filing fees paid for this application.

I HEREBY ORDER that the landlord may recover their filing fees by deducting \$50 from the tenant's security deposit.

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 20, 2016

Residential Tenancy Branch

