



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC

### Introduction

On March 21, 2016, the Tenant submitted an Application for Dispute Resolution asking that a 1 Month Notice to End Tenancy for Cause (“the Notice”) be cancelled, and to recover the filing fee for the Application.

The matter was set for a conference call hearing at 9:00 a.m. on this date. Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Preliminary Matters

The Landlords testified that the reason within the Notice regarding repeated late payment of rent was checked in error and they are not pursuing it.

### Issue(s) to be Decided

Has the Tenant breached the Act or the tenancy agreement by not paying a pet deposit?

Is the Tenant entitled to the cost of the filing fee?

### Background and Evidence

The Landlords and Tenant testified that the tenancy was a 1 year fixed term that began on November 15, 2015. Rent in the amount of \$1,300.00 was payable on the first of

each month. A security deposit in the amount of \$650.00 was paid and a pet deposit in the amount of \$650.00 was required to be paid.

With respect to the issue in the Notice regarding the non-payment of a pet deposit, section 47 of the Act states that a Landlord may end a tenancy by giving a Notice to end the tenancy if the tenant does not pay the pet damage deposit within 30 days of the date it is required to be paid under the tenancy agreement.

The Landlord testified that the Tenant did not pay the pet deposit at the beginning of the tenancy. The Landlord testified that they requested payment of the pet deposit and the Tenant did not pay it. On February 1, 2016 the Landlord agreed to allow more time for the tenant to pay the deposit but she did not pay. The Landlord testified that they sent the Notice to the Tenant on March 7, 2016, by registered mail.

The Tenant testified that she signed the tenancy agreement and acknowledges the agreement includes a pet deposit to be paid in the amount of \$650.00. The Tenant testified that prior to signing the agreement; the Landlords agent told her that the Landlord would not charge her the full amount of the pet deposit. She testified that she would not have signed the agreement if she knew she would need to pay the full amount of the pet deposit.

The Tenant testified that she found a new home for her two cats sometime in February, 2016. She testified that she tried to call the Landlord to discuss the issue after receiving the Notice but the Landlord would not take her calls.

The Landlord testified that the Tenant did not notify them that she no longer had her pets, and that it was when they received the Tenant's application for dispute resolution that they first became aware that the Tenant no longer had pets.

The Landlord testified that despite the Tenant's testimony that she found a new home for her cats prior to the date that the Notice was issued, the Landlord still wishes to enforce the Notice and requests an order of possession.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The Tenant entered into a tenancy agreement that required the payment of a pet deposit. Despite the tenant's thinking that she would not have to pay the full amount of the pet deposit, she signed the agreement that requires payment of a

\$650.00 pet deposit and is expected to comply with the terms of that agreement. I find that the Tenant failed to pay the pet deposit within 30 days of the start of the tenancy and also failed to pay the pet deposit after the Landlord agreed to allow her more time to pay. At some point the Tenant became aware that the Landlord wanted to enforce the terms of the tenancy agreement and she was aware that the entire deposit had to be paid. The Landlord issued the Notice after waiting more than three months for payment.

I dismiss the Tenant's Application to cancel the Notice dated March 7, 2016.

Under section 55 of the Act, when a Tenants application to cancel a Notice to end tenancy is dismissed and I am satisfied that the Notice to end tenancy complies with the requirements under section 52 regarding form and content, I must grant the Landlord an order of possession.

I find that the Landlord is entitled to an order of possession effective at 1:00 pm on April 30, 2016, after service on the Tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

As the Tenant was not successful with her application, I dismiss her claim to recover the cost of the Application.

### Conclusion

I grant the Landlord an order of possession effective at 1:00 pm on April 30, 2016. The Tenant must be served with the order of possession. Should the Tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

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 28, 2016

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Residential Tenancy Branch