



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OLC

Introduction

This is an application brought by the tenant requesting an order canceling a Notice to End Tenancy, and requesting an order for the landlord to comply with the Residential Tenancy Act.

The applicant(s) testified that the respondent was served with notice of the hearing by hand on June 3, 2017; however the respondent did not join the conference call that was set up for the hearing.

It is my finding that the respondent has been properly served with notice of the hearing and I therefore conducted the hearing in the respondent's absence.

Both parties were affirmed.

Issue(s) to be Decided

The issues are whether or not to cancel or uphold a Notice to End Tenancy and whether or not to order the landlord to comply with the Residential Tenancy Act.

Background and Evidence

This tenancy began on July 1, 2014 and a security deposit of \$200.00 was paid on that date.

The applicant testified that, on May, 28 2017 she found a one-month Notice to End Tenancy posted on her door, stating the following reasons:

- Security or pet damage deposit was not paid within 30 days as required by the tenancy agreement.

The Notice to End Tenancy also stated under details of cause:

- Must give us in writing and provide a damage deposit for having pets at 1128 N. West Boulevard no notice was given ever.

The applicant testified that the landlord was fully aware of the fact that she got a dog in October 1, 2014 as she informed him when she got the dog and the landlord even gave her a kennel and dog food for the dog.

The applicant further testified that the landlord has never requested that she pay a pet deposit.

The applicant further testified that this notice was received shortly after she had inform the landlord that she was speaking to the Residential Tenancy Branch about some issues she was having with the landlord.

Analysis

It is my finding that the tenant has shown, that the landlord has been fully aware of the fact that she has had a dog at the rental property since October of 2014, and in fact had agreed to allow her to have the pet, and even supplied some pet items to her when she got the dog.

Further, in the absence of any testimony from the landlord, there is no evidence to show that the landlord has ever requested that the tenant pay a pet deposit.

Section 20 of the Residential Tenancy Act states

20 A landlord must not do any of the following:

- (c) require a pet damage deposit at any time other than
 - (i) when the landlord and tenant enter into the tenancy agreement, or
 - (ii) if the tenant acquires a pet during the term of a tenancy agreement, when the landlord agrees that the tenant may keep the pet on the residential property

In this case it is my decision that the landlord cannot now ask for a pet deposit as that deposit was not required at the time that the landlord agreed to allow the tenant to have a pet.

It is my decision therefore, pursuant to section 62 of the Residential Tenancy Act, that I will cancel the one-month Notice to End Tenancy and this tenancy will continue.

I further order that the landlord must comply with section 20 of the Residential Tenancy Act and cannot now ask for a pet deposit.

Conclusion

I have cancelled the one month Notice to End Tenancy that is dated May 28, 2017, and this tenancy continues.

I have ordered that the landlord comply with section 20 of the Residential Tenancy Act with regards to pet damage deposits.

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: July 24, 2017

Residential Tenancy Branch