



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Penticton & District Society for Community Living (PDSCL)
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, MNSD, FF

Introduction

This hearing was convened by way of conference call concerning an application made by the landlord seeking an Order of Possession for cause, an order permitting the landlord to keep all or part of the pet damage deposit or security deposit, and to recover the filing fee from the tenant for the cost of the application.

The landlord was represented at the hearing by two agents, one of whom gave affirmed testimony. The tenant also attended the hearing accompanied by a Legal Advocate. The tenant also gave affirmed testimony, and the parties were given the opportunity to question each other and give submissions.

No issues with respect to exchanging evidence were raised, and all evidence provided has been reviewed and is considered in this Decision.

Issue(s) to be Decided

- Has the landlord established that the One Month Notice to End Tenancy for Cause was issued in accordance with the *Residential Tenancy Act*?
- Should the landlord be granted a monetary order for a pet damage deposit?

Background and Evidence

The landlord's agent testified that this month-to-month tenancy began on September 1, 2013 and the tenant still resides in the rental unit. Rent is subsidized, and the tenant's share is \$462.00 per month and there are no rental arrears. At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$300.00 which is still held in trust by the landlord.

The landlord's agent further testified that the tenancy agreement provides that pets must be registered, and during this tenancy the tenant acquired a cat and a dog but has not completed the registration forms for either pet. The landlord has provided copies of letters given to the tenant with respect to the breach, but the tenant still has both pets.

Tenants who complete the registration process are also required to pay a pet damage deposit, which the tenant has not done.

The landlord's agents were both present on May 15, 2017 when the tenant was personally served with a One Month Notice to End Tenancy for Cause, a copy of which has been provided for this hearing. It is dated May 15, 2017 and contains an effective date of vacancy of June 30, 2017. The reason for issuing it states: "Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so."

The tenant has not served the landlord with an application for dispute resolution disputing the notice and the landlord seeks an Order of Possession, and would be content with an effective date of vacancy of October 31, 2017.

The landlord also seeks a monetary order for a pet damage deposit in the amount of \$300.00.

The tenant testified that other tenants in the complex have more than one pet, and the tenant's child is being tested for autism and finds the cat to be emotionally calming. The tenant also suffers from depression and needs the dog for emotional support.

The tenant did not dispute the notice and did not re-home the pets, although the tenant's parents were going to take the dog. However, once the landlord served the notice to end the tenancy, the tenant saw no point in re-homing the dog.

Analysis

The *Residential Tenancy Act* states that a tenant has 10 days from service to dispute a One Month Notice to End Tenancy for Cause. If the tenant fails to do so, the tenant is conclusively presumed to have accepted the end of the tenancy. In this case, the landlord's agent testified that the notice was served on May 15, 2017 personally, and the tenant did not dispute that. The landlord's agent also testified that the tenant has not served the landlord with an application for dispute resolution disputing the notice, and I have no such application before me. Therefore, I find that the tenant is conclusively presumed to have accepted the end of the tenancy and the landlord is entitled to an Order

of Possession. The landlord is content with an effective date of vacancy of October 31, 2017, and I so order.

With respect to the landlord's application for a monetary order as payment of a pet damage deposit, since the tenancy is ending, I see no point in requiring the tenant to pay it and recover it at the end of the tenancy. A pet damage deposit or security deposit is money that belongs to a tenant and is held in trust by a landlord until the tenancy ends. Therefore, I dismiss the landlord's application for a monetary order for the payment of the pet damage deposit.

Since the landlord has been successful with the application the landlord is also entitled to recovery of the \$100.00 filing fee.

Conclusion

For the reasons set out above, the landlord's application for a monetary order for payment of a pet damage deposit is hereby dismissed.

I hereby grant an Order of Possession in favour of the landlord effective at 1:00 p.m. on October 31, 2017.

I further grant a monetary order in favour of the landlord as against the tenant pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$100.00.

This order is final and binding and may be enforced.

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: September 27, 2017

Residential Tenancy Branch