



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC

### Introduction

This matter dealt with an application by the Tenant to cancel a Notice to End Tenancy for Cause.

The Tenant said she served the Landlord with the Application and Notice of Hearing (the “hearing package”) by registered mail on February 3, 2018. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenant’s hearing package as required by s. 89 of the Act and the hearing proceeded with all parties represented.

### Issues(s) to be Decided

1. Is the Tenant entitled to an Order to cancel the Notice to End Tenancy?

### Background and Evidence

This tenancy started on May 1, 2015 as a fixed term tenancy with an expiry date of April 30, 2016 and then the tenancy continued on a month to month basis. Rent is \$825.00 per month payable on the 1<sup>st</sup> day of each month. The Tenant paid a security deposit at the start of the tenancy. No pet deposit was required in the tenancy agreement. .

The Landlord's agent said the Notice to End Tenancy was issued because the Landlord wants to have a new contract and the Landlord wants the Tenant to pay a pet deposit. The Landlord's agent agreed the existing tenancy agreement does not require a pet deposit. The Landlord's agent said the reason on the One Month Notice to End tenancy for Cause dated January 24, 2018 is that no pet deposit has been paid.

The Tenant said she has a pet and she is willing to make a new tenancy agreement but the existing tenancy agreement does not require a pet deposit. The Tenant said the Notice to End Tenancy should be cancelled because she is not required to pay a pet deposit at this time.

### Analysis

The reason on the One Month Notice to End Tenancy for Cause dated January 24, 2018 states the Tenant has not paid a pet deposit within 30 days of the tenancy starting. I accept the Tenant's testimony that no pet deposit was required by the tenancy agreement. Further the Tenant submitted the tenancy agreement and it indicates no pet deposit is required to be paid. Consequently I find the Tenant has established grounds to cancel the One Month Notice to End Tenancy for Cause dated January 24, 2018. The One Month Notice to End Tenancy for Cause dated January 24, 2018 is cancelled and I order the tenancy to continue as stated in the tenancy agreement.

Further the parties are at leave to enter into a new tenancy agreement and this tenancy agreement must comply with the Residential Tenancy Act.

### Conclusion

I order the 1 Month Notice to End Tenancy for Cause dated January 24, 2018 is cancelled and the tenancy is ordered to continue as set out in the Tenancy Agreement.

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: March 28, 2018

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Residential Tenancy Branch