



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OLC, FFT

Introduction:

The Application for Dispute Resolution filed by the Tenant(s) seeks the following:

- a. An order that the landlord comply with the Act, Regulations and/or tenancy agreement.
- b. An order to recover the cost of the filing fee.

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Application for Dispute Resolution/Notice of Hearing was served on landlord by mailing, by registered mail to where the landlord resides on November 25, 2018. With respect to each of the applicant's claims I find as follows:

Issues to be Decided:

The issues to be decided are as follows:

- a. Whether the Tenant(s) are entitled to an order that the landlord comply with the Residential Tenancy Act, Regulations and/or tenancy agreement?
- b. Whether the Tenant(s) are entitled to recover the cost of the filing fee?

Background and Evidence:

The previous landlord and the tenant and a co-tenant entered in a one year fixed term tenancy agreement that provided that the tenants would start on January 15, 2017 and end on January 15, 2018. The rent was \$1300 per month. The tenant paid a security deposit of \$650. The previous landlord and the tenant subsequently entered into a second fixed term tenancy agreement with the tenant that provided that the tenancy would start on May 1, 2018 and end on December 1, 2019. The rent for the second tenancy agreement was \$1350 per month. Both tenancy agreements do not have a provision which prohibits pets.

The previous owner recently sold the property. The tenant has received a notice from the new owner stating they must remove their 2 cats within one month on November 22, 2018 or the landlord would take steps to end the tenancy.

The tenant testified she has had pets for the entire term of both tenancies. The previous landlord was aware of the pets and did not object. The new landlord was aware of the pets before they purchased the property.

The Agent for the landlord testified there was a miscommunication between the previous landlord and her client. The previous landlord told her client that there was nothing in writing allowing pets. The landlord has reviewed the tenancy agreement and now recognizes that it does not include a clause that prohibits pets. The agent for the landlord stated the landlord is withdrawing the No Pet Notice. However, the landlord objects to paying the cost of the filing fee.

Analysis

I determined that the tenancy agreement does not include a "no pet" provision.

The tenancy agreement is a contract between parties which cannot be changed unilaterally by one of the parties without the consent of the other. The new landlord purchased the property from the previous landlord but it was subject to the terms of the tenancy agreement entered into between the Tenant and the previous landlord. The contract did not prohibit the Tenant from having pets. As a result I determined that tenant was legally entitled to have pets and that the Pet Notice given by the landlord is of no force and effect.

The landlord objected to reimbursing the cost of the filing fee. However, I determined that as the tenant was been successful with this application I ordered that the landlord pay to the tenant the cost of the filing fee in the sum of \$100 such sum may be applied against future rent.

This decision is final and binding on the parties.

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: December 21, 2018

Residential Tenancy Branch