



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

The tenant applies to cancel a one month Notice to End Tenancy received August 4, 2020. The Notice claims that the tenant has failed to pay a pet damage deposit within 30 days. Such grounds, if proven, are a lawful reason for ending a tenancy under s. 47(1)(a) of the *Residential Tenancy Act* (the “RTA”).

All parties attended the hearing and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing.

Issue(s) to be Decided

Was the tenant obliged to pay a pet damage deposit and has she failed to do so within the 30 day prescribed period?

Background and Evidence

The rental unit is a two-bedroom, basement suite in a house. The landlords rent out the upper portion to others. There is a written tenancy agreement. The tenancy started May 1, 2020 for a six month term and then month to month. The monthly rent is \$1400.00. The landlords hold a \$700.00 security deposit.

An addendum to the tenancy agreement provides that no pets are allowed without the written approval of the landlords.

The landlords became aware of a cat at the rental unit. On August 3 an inspection was conducted and the landlords noted scratches or similar damage to a wall. They confirmed the tenant had brought in a cat.

There appears to have been some discussion about the tenant keeping the cat and paying a pet damage deposit. There may be some written communication about it but none was submitted as evidence. No written approval for the cat was given.

The tenant could not afford the deposit money and it is her uncontradicted evidence that she got rid of the cat on August 4.

Analysis

The tenant was in breach of her tenancy agreement by bringing in a cat without the written approval of the landlords. She has cured that breach by getting rid of the cat. It is not a case of her failing to pay deposit money. As a result, the Notice is not a valid Notice to End Tenancy and so I grant the tenant's application and cancel it.

As noted at hearing, the landlords are free to demand that the tenant repair the damage or suffer the consequences of another Notice to End Tenancy. I refer the parties to ss.32(3) and 47(1)(g) of the *RTA* in that regard.

Conclusion

The tenant's application is allowed. The Notice to End Tenancy is cancelled.

There is no claim for recover of any filing fee.

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 17, 2020

Residential Tenancy Branch