



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding GAMALO'S GROUP PROPERTY MANAGEMENT INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: O

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act*. The landlord applied for “other” and explained in the application that she was looking for an order directing the tenant to comply with the terms of the tenancy agreement and the landlord’s pet policy.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

The landlord is a property management company and was represented by two trustees of the company and the building manager who is an employee of the company. During the hearing, it became apparent that there was tension between the trustees of the company. The male trustee (ZS) is the spouse of the other trustee (IS) and the brother of the tenant (IC). In her written submission the tenant IC states that ZS and IS are in the process of obtaining a divorce.

Issues to be decided

Has the tenant contravened a term of the tenancy agreement?

Background and Evidence

The tenant moved into the rental unit in 2003 at which time she was employed as the building manager. In May of 2016, her employment ended and she signed a tenancy agreement to occupy the rental unit as a tenant. A copy of the tenancy agreement was filed into evidence. According to this agreement the tenant was permitted to have a pet and paid a pet deposit.

The female trustee IS stated that the tenancy agreement was entered into by the tenant and the tenant’s brother ZS, who is the male trustee.

IS testified that the new pet policy came into effect on January 01, 2016 and did not allow pets in the building. However tenants who had pets were grandfathered on condition that the pets were not replaced when they passed away. The tenant's pet passed away in July 2016 and she acquired a new one in May 2017.

IS stated that ZS chose to give his sister preferential treatment by not providing her with the new pet policy and by allowing her to keep a new pet after her original pet passed away. IS stated that the tenant is fully aware of the pet policy but chose to acquire a new pet without the permission of the landlord. IS stated that the pet deposit that the tenant allegedly paid was never deposited into the bank account of the company.

The tenant argued that the tenancy agreement that she had entered into allowed her to have a pet and that she had also paid a pet deposit. The tenant stated that she was not given any information on the new pet policy.

Analysis

Based on the testimony of both parties and the documents filed into evidence, I find that the tenant entered into a tenancy agreement that allowed her to have a pet. I further find that the tenant paid a pet deposit and was not given written notice about the new pet policy.

Based on the above, I find that the tenant is in compliance with the terms of the tenancy agreement and accordingly there is no need for me to issue an order directing her to comply with the terms of the tenancy agreement.

Conclusion

The landlord's application is dismissed.

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 22, 2017

Residential Tenancy Branch