

RESIDENTIAL TENANCY BRANCH E-NEWSLETTER



Welcome to the first RTB E-newsletter!

Each month we will examine a landlord / tenant issue and ask the question:
"What would you do in this situation?"

An information officer will provide information about the options available for handling the situation and will provide links to more on the topic.

The purpose is to give the reader a glimpse into some of the issues we hear about at the RTB, while providing information and possible solutions.

What Would You Do?

You are a landlord living upstairs from your tenants. Everything seems to be going well until you notice your eyes are itchy and you've been sneezing a lot more than usual. After investigating, you find that your tenants have adopted a kitten: unfortunately, you are severely allergic to cats.



Should you:

- A. Call animal control
- B. Serve a 1 Month Notice to End Tenancy for Cause
- C. Change the locks
- D. None of the above



The answer is in fact, none of the above...at least not yet.



Before proceeding with serving a notice, there are a few things to consider and investigate.

The first step is negotiation. Having an open and honest conversation with the tenants can often [resolve the problem](#) without having to go through a formal process.

If negotiations fail, the next thing to look at is the [tenancy agreement](#) which should indicate whether or not [pets](#) are allowed or if only certain pets are acceptable.



There are now two scenarios to consider:

1. Are pets prohibited, or,
2. Are there no restrictions on pets

*****Without any written prohibition or restriction in place, tenants are allowed to have pets*****

Pets are Prohibited

If the tenancy agreement clearly indicates that pets are not permitted, the landlord may send the tenants a warning letter. The warning letter should be written on paper, not sent by text or email; it may serve to create a paper trail of the landlord's attempt at addressing the situation. The letter should contain the following:

- a statement that the tenants have [breached a material term](#) of the tenancy (clearly indicating what the breach is)
- a solution for how the problem can be fixed (remove the cat from the home)
- a deadline for the tenants to take action (must be reasonable)
- a warning that the landlord may end the tenancy if the tenants do not address their concerns

If the tenants do not remove the pet by the deadline, the landlord may then serve a [1 Month Notice to End Tenancy for Cause](#). The cause in this case would be "Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so."

No Restriction on Pets

If the tenancy agreement contains no terms to restrict or prohibit pets, the pet is allowed. When a landlord is first aware that the tenants have a pet, they may ask the tenants, in writing, to pay a [pet deposit](#).

If the tenants pay the deposit within the 30 days, the landlord's option may simply be to stock up on antihistamines. Where an agreement does not prevent pets and the tenants pay the pet deposit, they may be permitted to keep their cat and have their tenancy continue.

It is therefore **extremely** important for the landlord to ensure the [tenancy agreement contains clear terms](#) from the very beginning. When everyone knows what's expected, things tend to go smoother.

Ensure the tenancy agreement includes the details about pets that you expect!

To find out more, visit:

[**www.gov.bc.ca/landlordtenant**](http://www.gov.bc.ca/landlordtenant)

We hope you enjoyed the first edition of the Residential Tenancy Branch E-newsletter.



Questions or comments?

Email us at [**HSRTO@gov.bc.ca**](mailto:HSRTO@gov.bc.ca) or call: **1-800-665-8779**