



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## Decision

**Dispute Codes:** CNC ERP OLC RP RR

## Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

## Issue(s) to be Decided

First of all it is my decision that I will not deal with all the issues that the applicant has put on the application as most of them are unrelated to the main issue which is a request to have a section 47 Notice to End Tenancy cancelled.

I therefore will deal with the request to have a section 47 Notice to End Tenancy cancelled and I dismiss the remaining unrelated disputes with liberty to re-apply.

## **Background and Evidence**

The landlord testified that the tenant has failed to rectify breaches of the tenancy agreement even after receiving written notice to rectify the breaches.

The landlord stated that the tenant's brother has been living in the rental unit for an extended period of time, in breach of the tenancy agreement and that the tenant has allowed a cat to live in the rental unit which is also in breach of the agreement.

The landlord further stated that even when the tenant was warned of the breaches in writing and asked to rectify the breaches she failed to do so.

The landlord therefore wants the tenancy ended and has requested an Order of Possession be issued.

The tenant denied that her brother was living in the rental unit claiming that he is only a visitor and does not sleep there; however she admitted that she failed to get rid of the cat even after getting a breach letter requesting that she do so.

## **Analysis**

It is my decision that the fact that the tenant failed to get rid of the cat even after receiving a breach letter, means that the landlord did have the right to end the tenancy.

Section 47(1)(h) states:

A landlord may end a tenancy by giving notice to end the tenancy if

(h) the tenant

- (i) has failed to comply with a material term, and
- (ii) has not corrected the situation within a reasonable time after the landlord gives written notice to do so

It is my decision that the pet clause is a material term of this tenancy agreement and that the tenant did fail to rectify the breach by getting rid of the cat, within a reasonable time after getting written notice to do so.

Therefore I will not cancel the Notice to End Tenancy and this tenancy ends pursuant to that Notice to End Tenancy.

### **Conclusion**

The application to have the Section 47 Notice to End Tenancy cancelled is dismissed and at the request of the landlord I have issued an Order of Possession for 1:00 pm on February 28, 2009.

Dated: January 22, 2009