

DECISION

Dispute Codes CNC

Introduction

This hearing was convened by way of conference call to deal with the tenant's application for an order cancelling a notice to end tenancy issued by the landlord. The parties gave affirmed evidence and were given the opportunity to cross examine each other on their evidence.

The tenant was assisted by a person from the Woman's Centre, and the landlord was assisted by an Executive Director of the Canadian Mental Health Association.

Issues(s) to be Decided

Is the tenant entitled to an order cancelling the notice to end tenancy?

Background and Evidence

This month-to-month tenancy began on December 1, 2008 and the tenant still resides in the rental unit. Rent in the amount of \$466.00 per month is payable in advance on the 1st day of each month and there are no rental arrears. On November 30, 2008, the landlord collected a security deposit from the tenant in the amount of \$300.00.

The landlord's agent testified that the tenancy agreement, a copy of which was provided in advance of the hearing, states that no pets are allowed, and the tenancy agreement also contains a Pet Rule. She further stated that the tenant has permitted her guests to have dogs on the premises, and that on May 26, 2009 a warning was given to the tenant about guests' pets. A further warning was given on June 9, 2009, and the landlord's agent further testified that verbal warnings were given to the tenant in November and again in December, 2009. A 1 Month Notice to End Tenancy for Cause was issued on April 28, 2010 which states: "Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so."

The tenant testified that she did not believe they were verbal warnings, but discussions about guests' pets. She stated that she has not owned a pet since moving into this residence. Her guests do have dogs, 2 of which did visit with the guests but one of those dogs do not go into the residence.

She stated that on May 26, 2009 she received a notice about the pets and spoke to the landlord's agent. She received another notice on June 9, 2009. She further stated that in August, 2009 the Pet rules changed. The tenant feels that it's very selective which tenants get the notice. She stated that other pets visit and some of the tenants are given notices and some are not. She feels she is singled out because she's low income, and this is a full market rental.

Analysis

I have reviewed the Pet Ownership Rules that I find do form a portion of the tenancy agreement between the parties. With respect to pets, the Rules state:

"6. Absolutely NO DOGS or CATS are permitted as a pet on the premises. The only exception to this rule is for those Tenants who owned a dog or cat in 2005/06 prior to this rule coming into effect. These pets are permitted to stay for the duration of that pet's lifespan."

"7. Pets other than, birds, and fish may be kept on the premises if written approval has been given by the Association."

"8. Pets are permitted on the premises without registration or approval where they are participating in a visitation program approved by the Association. A pet on a visitation program or a pet of resident's guest(s) shall comply with these rules."

Further, the rules provide that the Association may require a resident to remove a pet from the property or may terminate a tenancy agreement where the resident fails to care for the pet or the pet causes disturbances or obnoxious odours.

The tenancy agreement does not state that the tenants are not permitted to keep pets, nor do the rules state that tenants' guests may not bring their pets to visit tenants. The argument by the landlord's agents that Rule 8 stating that pets shall comply with these

rules means the rules above rule #8, I find is confusing. Further, the way the Rules are written, I find that a pet of a resident's guest is permitted on the premises so long as they are in compliance with all of the pet rules, not just some of them.

Conclusion

For the reasons set out above, the notice to end tenancy is hereby cancelled.

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: June 29, 2010.

Dispute Resolution Officer