



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      CNC, OLC, RP

### 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.

### Issues(s) to be Decided

This is a request to have a section 47 Notice to End Tenancy cancelled, a request for a repair order, and a request that the respondent's comply with the residential tenancy agreement.

### Background and Evidence

On June 26, 2010 the landlord served the tenant with a one month Notice to End Tenancy for breach of a material term of the tenancy agreement.

The landlords testified that:

- The tenants signed both an application for tenancy and the tenancy agreement that states that no pets are allowed.

- The tenant is keeping cats in the rental unit and therefore was served with a breach letter requesting that she removed the cats.
- The tenant has failed to comply with the request and is refusing to remove the cats.
- As a result they have served her with a Notice to End Tenancy.

The landlords are therefore requesting that the Notice to End Tenancy be upheld and that this tenancy ends.

The tenant testified that:

- When she applied to rent this rental unit she was not informed that there was a no pet policy.
- She did not find out about the no pet policy until the day she signed the tenancy agreement, however she signed the agreement anyway and said nothing to the landlords about the no pet clause.
- She has received a breach letter from the landlords however she cannot get rid of the cats, as the cats are therapeutic for her and it would be detrimental to her health to get rid of the cats at this time.

The tenant is therefore requesting that the Notice to End Tenancy be cancelled and that she be allowed to stay in the rental unit.

## Analysis

It is my finding that the tenant has breached a material term of the tenancy agreement and has failed to rectify that breach within a reasonable time after receiving written notice to do so.



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The tenant claims that she was not informed about the no pet clause until the day she signed the tenancy agreement, however the application for tenancy which she signed prior also states that this is a pet free property.

Further if, as the tenants says, she was surprised by that no pet clause on the tenancy agreement, she should have said something at that time and not just signed the agreement without saying anything.

It is my decision that she is bound by the tenancy agreement which states that there are no pets allowed and since she is refusing to get rid of her pets even after receiving a breach letter I am not willing to set aside the Notice to End Tenancy.

Therefore this tenancy will end pursuant to the Notice to End Tenancy.

Since this tenancy is ending I will make no orders regarding any repairs to the rental unit.

## Conclusion

This application is dismissed in full without leave to reapply and I have issued an Order of Possession to the landlords for 1:00 p.m. on September 15, 2010.

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: August 31, 2010.

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Dispute Resolution Officer