



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

Dispute Codes      CNC, OLC, RP, FF

### Introduction

Some documentary evidence and written arguments have been submitted prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the applicant the opportunity to testify at the hearing.

The respondent was served with notice of the hearing by registered mail that was mailed on December 8, 2010, but did not join the conference call that was set up for the hearing.

All testimony was taken under affirmation.

### Issue(s) to be Decided

This is a request to cancel a Notice to End Tenancy and a request that the respondent bear the \$50.00 cost of the filing fee.

### Background and Evidence

On November 20, 2010 the landlord served the tenant with the Notice to End Tenancy listing the following reasons:

- Tenant is repeatedly late paying rent.
- Tenant has caused extraordinary damage to the unit/site.
- Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

The applicants testified that:

- They have not been repeatedly late paying the rent, their rent was paid late on one occasion only in December of 2009.
- They have not caused extraordinary damage to the rental unit, and in fact when the landlords did an inspection the only thing they pointed out was some minor scratches.
- The landlord told them they were being evicted because they had a second dog, however there is no pet clause in the tenancy agreement and they have had the second dog for over a year.

The applicants are therefore requesting that this Notice to End Tenancy be cancelled and that the landlord bear the cost of the filing fee

## Analysis

In the absence of any testimony or evidence from the landlord, there is nothing to support the landlord's reasons for ending this tenancy.

The tenants have given sworn testimony that the rent has not been repeatedly late, and that they have not caused any damage to the rental unit.

Further although there is nothing from the landlord stating that the breach of the tenancy agreement was a second dog, if that was the reason for the Notice to End Tenancy, it is not a valid notice because there is no pet clause in the tenancy agreement and therefore getting a second dog cannot be a breach of a material term of the tenancy agreement.



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## Conclusion

It is my decision that the landlord has not established cause for ending this tenancy and therefore I have issued an order cancelling the Notice to End Tenancy.

I also order that the landlord bear the \$50.00 cost of the filing fee, and therefore the tenants may make a one-time \$50.00 deduction from future rent payable to the landlord.

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: December 29, 2010.

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Residential Tenancy Branch