



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ET, FF

### Introduction

This hearing dealt with an application by the landlord for an early end of tenancy, an order of possession and recovery of the filing fee. The landlord's agent and the tenant called in and participated in the hearing.

### Issue(s) to be Decided

Should the landlord be granted an early end to tenancy and an order for possession?

### Background and Evidence

The tenancy began on March 15, 2012. The rental unit is a house located in the landlord's campground rental operation. The tenant has two dogs. The landlord was aware that the tenant had the dogs when she agreed to rent to the tenant.

The landlord's agent has applied for an early end of tenancy. He has alleged several grounds for seeking an early end to the tenancy. He testified that the tenant's dogs are not Huskies as stated by the tenant, but rather they are Husky/wolf cross breeds and according to the landlord's agent, they are dangerous. The landlord's agent testified that the tenant has failed to keep the dogs under control and they have jumped the fence and escaped from the yard on a number of occasions. He said that the dogs have behaved aggressively towards him and other persons in the campground. Because of the landlord's concerns that someone may be attacked by the dogs, the campground has been closed and camp sites have not been rented to potential occupants. The landlord's agent said that the RCMP have been involved and that he has been told that there are numerous other complaints about the dogs and the RCMP have declared them to be dangerous. The landlord gave the tenant a letter demanding that she remove the dogs from the rental property

The applicant complained that the tenant has refused to deal with him and will not accept that he is the landlord's agent. He said that the tenant is not heating the rental unit properly; she is using an electric heater to heat part of the house instead of the oil fired furnace and this puts the landlord's property at risk of freezing pipes and mould and mildew due to the damp.

The applicant also said that the tenant has failed to keep her vehicle insured contrary to the tenancy agreement and he said that she has not paid rent for May. She has not paid the full amount of the required damage deposit. The landlord submitted several photographs that he testified showed the dogs outside of the tenant's yard.

The tenant testified that her dogs are not dangerous. She said that the applicant saw the dogs and even took them for a walk before she rented the house. She denied that the dogs run free in the campground. She said that when they are out in the yard they are clipped to a line and are not able to escape. She submitted that the landlord's photographs do not support his position that the dogs are aggressive or dangerous.

The tenant complained that the landlord did not clean the house before she occupied it and that he has failed to repair one of the two bathrooms as promised.

### Analysis

Under section 56(2)(b) of the Act, in order to establish a claim for an early end to tenancy, the landlord must establish that "it would be *unreasonable, or unfair* to the landlord or other occupants of the residential property, to wait for a notice to end the tenancy under section 47" (emphasis mine). I am not satisfied that this unreasonableness or unfairness exists. The landlord has alleged conduct that might constitute cause for ending the tenancy and may justify giving a one month Notice to End Tenancy. The landlord is also free to issue a 10 day Notice to End Tenancy for unpaid rent. I do not find that the evidence concerning the tenant's dogs is sufficient to warrant ending the tenancy without having to give a Notice to End Tenancy. There is hearsay evidence that the dogs are dangerous. The tenant denies that there is any truth to the accusation. I find that the photographs submitted by the applicant do not help me to determine whether or not the dogs are dangerous and there is no evidence from anyone other than the applicant as to the temperament and behaviour of the dogs toward strangers. The applicant met the tenant's dogs before the tenancy agreement was signed. I find that the fact that the tenant's dogs may have barked and growled at the applicant on one occasion is not sufficient to invoke an extraordinary remedy such as this. The other allegations that the tenant has not properly heated the rental unit and

that she has an uninsured vehicle are not grounds for an early end of tenancy and accordingly I dismiss the landlord's application. The landlord will bear the cost of the filing fee.

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: May 04, 2012.

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Residential Tenancy Branch