



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC

### Introduction

This hearing was convened in response to an application by the Tenant for an Order cancelling a Notice to End Tenancy for Cause (the "Notice") pursuant to section 47 of the *Residential Tenancy Act* (the "Act").

The Tenant and Landlord were each given full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the Notice valid?

Is the Tenant entitled to a cancellation of the Notice?

### Background and Evidence

There is no dispute that the Notice lists the following cause:

The tenant or a person permitted on the property by the tenant has:

- Significantly interfered with or unreasonably disturbed another occupant or the landlord;
- Seriously jeopardized the health or safety or lawful right of another occupant or the landlord;
- Put the landlord's property at significant risk.

The Landlord states that on July 17, 2012 the Tenant's dog almost bit or attempted to bite a construction worker who had been carrying out ongoing construction at the building of the Tenant's unit since May 28, 2012. The Landlord provided letters from the construction worker and another worker who was present during the incident. These letters describe the incident. The Landlord states that no tenants have complained about the Tenant or his dog and that the Landlord has not been disturbed by the Tenant or his dog.

The Tenant disputes that his dog attacked a construction worker and states that the construction worker provoked his dog. The Tenant's advocate argues that the

construction workers are neither occupants nor the Landlord and that the Notice is therefore invalid.

### Analysis

Where a Notice to End Tenancy comes under dispute, the landlord has the burden to prove, on a balance of probabilities, that the tenancy should end for the reason or reasons indicated on the Notice and that at least one reason must constitute sufficient cause for the Notice to be valid. As the Notice is in relation to disturbance of another occupant or the Landlord and as the construction worker involved in the incident with the Tenant is neither, I find that the Landlord has failed to substantiate that another occupant of the Landlord has been interfered with, disturbed or jeopardized. Further, the evidence of the Landlord does not indicate that the incident caused any risk to the Landlord's property. As a result, I find on a balance of probabilities that the Notice is not valid and that the Tenant is entitled to a cancellation of the Notice. The tenancy continues.

### Conclusion

The Notice is invalid and is 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: August 29, 2012.

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Residential Tenancy Branch