



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, O, CNC,

Introduction

A substantial amount of documentary 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.

Issue(s) to be Decided

This decision deals with two applications for dispute resolution, one brought by the tenant and one brought by the landlords. Both files were heard together.

The landlord's application is a request for an order for the tenant to comply with the tenancy agreement and remove the dogs that she has on the rental property.

The tenant's application is a dispute of the landlords request for her to remove her dogs from the rental property.

Background and Evidence

The landlords testified that:

- The tenant's original tenancy agreement states that there are to be no pets whatsoever, however an exception was made allowing the tenant to have one small black dog.
- A new tenancy agreement was signed in 2003 that states that, when the tenant's present dog died, she was not to replace the dog.

- Approximately a month ago they discovered that the tenant now has two dogs the youngest of which was never approved.
- They are therefore requesting an order that the tenant comply with the tenancy agreement and remove the dogs from the property.

The tenant testified that:

- She did sign an agreement that stated that she would not be replacing her dog, however due to security issues at the park she decided to get another dog and did so with the full knowledge of the previous park managers.
- The previous park managers were told when she got the dog, and voiced no objection.
- The previous park managers saw her dogs on numerous occasions and never once was she told that she was breaching her tenancy agreement and had to get rid of the dogs.
- She has had her older dog for 18 years now, and has had her new dog for four years and although the present landlord says he only found out about the dog about a month ago, she disagrees with that statement as he was in her yard and saw the dog this past summer and nothing was said at that time.
- She therefore requests an order allowing her to keep her dogs.

In response to the tenant's testimony the landlord testified that:

- They don't know if the previous park managers were aware of the tenant's dogs, however the previous park managers were released from their position at the park for not enforcing the park rules.
- Also he did not see the tenant's new dog this past summer, he did see a dog but assumed it was her old dog.

Analysis

It is my decision that I will not order that the tenant comply with the tenancy agreement and remove her dogs from the rental property.

The older dog has been in the park for 18 years, and the younger dog has been in the park for 4 years, and I find it unlikely that the previous park managers were not aware of that fact.

I therefore accept the tenant's testimony that the previous park managers were aware of the dog and were told that she had obtained a new dog.

Therefore since it is my finding that the previous managers allowed this tenant to have her new dog for over four years, the landlords have waived their right to enforce any rules disallowing the dogs.

Conclusion

The landlord's application is dismissed in full without leave to reapply.

I have allowed the tenant's application and I therefore order that the landlords bear the \$50.00 cost of the filing fee paid by the tenant. The tenant may therefore make a one-time deduction of \$50.00 from future rent payable to the landlords.

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: January 14, 2013

Residential Tenancy Branch

