



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** CNC

### **Introduction**

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for cause. Both parties attended the hearing and had opportunity to be heard. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

### **Issue to be Decided**

Does the landlord have grounds to end this tenancy?

### **Background and Evidence**

The tenancy began on February 01, 2013. The monthly rent is \$575.00 payable on the first of each month. The landlord filed a copy of the tenancy agreement. A security deposit was paid but a pet deposit was ticked off as not applicable. The rental unit is located in the basement of the home. The upper floor is occupied by another tenant.

The landlord stated that the tenant informed him of a pet gecko and he agreed to allow her to keep one in a tank. The tenant stated that she asked the landlord if she could have dogs and the landlord told her that she would have to pay a pet deposit when she got one. The landlord denied having had this conversation and stated that he did not permit dogs because of the potential for damage to the rental unit.

On or about February 02, 2013, the occupant of the upper floor reported the presence of two large dogs to the landlord. He also complained of dog feces left in the common areas. On or about February 06, the landlord informed the tenant that the dogs were not permitted to remain in the rental unit. The tenant replied that she would be looking for another rental unit. The landlord filed copies of text messages documenting subsequent conversations about the return of the security deposit.

The tenant did not remove the dogs despite reminders from the landlord. On February 27, 2013, the landlord served the tenant with a notice to end tenancy for cause. The reason for the notice was that the tenant had breached a term of the tenancy agreement.

### **Analysis**

In order to support the notice to end tenancy, the landlord must prove the ground alleged, namely that the tenant has breached a term of the tenancy agreement.

As explained to the parties during the hearing, the onus or burden of proof is on the party making a claim to prove the claim. When one party provides evidence of the facts in one way and the other party provides an equally probable explanation of the facts, without other evidence to support the claim, the party making the claim has not met the burden of proof, on a balance of probabilities, and the claim fails.

In this case the tenant stated that the landlord allowed her to keep dogs while the landlord denied having done so. In the absence of any other evidence to support the tenant's claim that she was permitted to keep dogs, I find that the tenant kept the dogs without the landlord's permission and therefore breached a term of the tenancy agreement. Accordingly, I uphold the notice to end tenancy and dismiss the tenant's application to set it aside.

During the hearing, the landlord made a request under section 55 of the legislation for an order of possession. Under the provisions of section 55(1), upon the request of a landlord, I must issue an order of possession when I have upheld a notice to end tenancy. Accordingly, I so order. The tenant must be served with the order of possession. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

### **Conclusion**

I grant the landlord an order of possession effective two days after service on the tenant

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: March 27, 2013

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Residential Tenancy Branch