



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding KEKINOW NATIVE HOUSING SOCIETY  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC

### Introduction

This hearing dealt with a tenant's request to cancel a 1 Month Notice to End Tenancy for Cause. Both parties appeared or were represented at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

### Issue(s) to be Decided

1. Should the 1 Month Notice be upheld or cancelled?

### Background and Evidence

The tenancy commenced June 29, 2011 and the tenant is required to pay rent on the 1<sup>st</sup> day of every month. On October 31, 2013 the landlord posted a 1 Month Notice to End Tenancy for Cause on the door of the rental unit (the Notice). The Notice indicates the reason for ending the tenancy is:

- Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

The landlord was of the position the tenant has a pet cat and that the tenancy agreement has a strict no pet clause. The landlord did not provide a copy of the tenancy agreement as evidence.

The tenant acknowledged there is a no pet clause in the tenancy agreement but claimed she does not have a pet cat.

The landlord acknowledged that a breach letter or a warning letter has not been given to the tenant regarding a pet cat.

### Analysis

Where a notice to end tenancy comes under dispute, the landlord bears the burden to prove the tenancy should end for the reason(s) indicated on the notice.

Section 47 of the Act provides that a landlord may end a tenancy where the tenant has breached a material term of the tenancy agreement and did not correct the breach within a reasonable amount of time after the landlord give the tenant written notice to do so. Accordingly, the landlord must give the tenant a written beach letter demanding the tenant correct the breach prior to issuing a 1 Month Notice for breach of a material term.

Having heard the landlord had not given the tenant a written notice regarding a breach of the tenancy agreement, I find the landlord did not have a basis to issue the 1 Month Notice on October 31, 2013. Therefore, I cancel the 1 Month Notice and the tenancy continues at this time.

As I have cancelled the 1 Month Notice on the basis the landlord did not give the tenant a breach letter prior to issuing the 1 Month Notice, I found it unnecessary to make any finding as to whether there is a valid and enforceable pet clause in the tenancy agreement; or, whether the tenant has a pet cat.

### Conclusion

The 1 Month Notice dated October 31, 2013 has been cancelled and the tenancy continues.

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 03, 2013

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Residential Tenancy Branch

