



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC OPC

Introduction

This was an application by the tenant seeking to cancel a One-Month Notice to End Tenancy for Cause under the *Residential Tenancy Act* (the Act) section 47.

SERVICE:

The tenant acknowledged service of the Notice to End Tenancy on January 19, 2014 and the landlord acknowledged receipt of the Application for Dispute Resolution by registered mail. I find the documents were legally served pursuant to sections 88 and 89 of the Act.

Issues(s) to be Decided

Has the landlord proved on the balance of probabilities that there is good cause to end this tenancy or has the tenant shown they are entitled to relief?

Background and Evidence

The tenancy began in October 1, 2011 with this tenant and a male. Rent is currently \$892.92 a month and the tenant paid a security deposit of \$430 and a pet damage deposit of \$100. The landlord served a Notice to End Tenancy claiming the tenant or a person permitted on the property by her significantly interfered with or unreasonably disturbed another occupant or the landlord and that the tenant breached a material term of the tenancy agreement and has assigned or sublet without the landlord's written consent.

The landlord said the problems arose when the tenant moved her son into the unit at Christmas for allegedly a few days, he and the male tenant had altercations and the male tenant left. The son stayed with his two Rottweiler dogs. He said he gave the tenant warnings and many notices that the son and dogs would have to go as the other tenants were complaining constantly about the son's aggressive behaviour, the dog's barking and their dirt all over. He said he does not allow dogs but cats and other small non-noisy animals are permitted. He said there are 4 suites in the building and he must

protect the quiet enjoyment of the other tenants. In his evidence he enclosed letters from persons in the other three suites complaining about the son's loud music, his aggressive language and the dog's dirt and barking. The tenant objected that she had not received one of these and I read it to her on the phone.

The tenant said that there is no dog feces, she had moved in with one dog at the time but had to rehome him as there were two pit bulls upstairs, the only Police incident was when her male co-tenant had to be removed for violence and she got a peace bond. She said the complaint letters were false and pointed out that one was from upstairs tenants who state in the letter that they are partying most of the night. She said her son always visits her at Christmas and the landlord filled out shelter information for him so he knew he was there.

The landlord pointed out that the tenant had shared with the male tenant for two years but things only escalated when the son moved in. He said the son is under house arrest and he only filled in the shelter information for him when he said he had no money for rent. He pointed out a note signed by the son saying the rent was for February 2014 only and said this happened when he was negotiating for them to vacate at the end of February. He agreed that pit bulls were in the home several years ago but said there was so much trouble that he made the rule there would be no dogs and the pit bulls are long gone.

Analysis

The onus is on the landlord to prove on a balance of probabilities that there is good cause to evict the tenant. I find the landlord has satisfied the onus. He described the behaviour of the son and the two dogs that is so disturbing to the other tenants. His evidence is well supported by letters written by the other three tenants in the building. Although some of the other tenants may create some noise themselves, the landlord has not chosen to end their tenancies so I decline to comment on their lifestyles. I find the preponderance of the evidence supports the landlord's reasons for ending the tenancy.

The landlord requested in the hearing that an Order of Possession be issued if the tenant is unsuccessful. I find he is entitled to an Order of Possession. After some negotiation, the landlord agreed that it would be issued effective March 31, 2014.

Conclusion:

The Application of the tenant is dismissed. An Order of Possession is issued effective March 31, 2014 which may be enforced through the Supreme Court of BC.

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 14, 2014

Residential Tenancy Branch

