



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, FF, CNC

Introduction

There are applications filed by both parties. The landlord seeks an order of possession as a result of a 1 month notice to end tenancy issued for cause and recovery of the filing fee. The tenant seeks an order to cancel a notice to end tenancy.

Both parties attended the hearing by conference call and gave testimony. The tenant confirmed receiving the landlord's notice of hearing package and the submitted documentary evidence. The tenant submitted late evidence, but has provided no exceptional reasons why. I find that the tenant's documentary evidence to be inadmissible on the basis of fairness for not complying with the Residential Tenancy Branch's Rule of Procedure. The tenant was advised that the written statements could be entered as part of her direct testimony during the hearing.

Issue(s) to be Decided

Is the landlord entitled to an order of possession?

Is the tenant entitled to an order cancelling the notice to end tenancy?

Background and Evidence

This tenancy began on April 1, 2013 on a month to month basis as shown by the landlord's submitted copy of the signed tenancy agreement. The monthly rent is \$670.00 payable on the 1st of each month and a security deposit of \$300.00 was paid.

Both parties confirmed that the tenant was served with a 1 month notice to end tenancy issued for cause on March 13, 2014 by posting it to the rental unit door. The notice displays an effective end of tenancy date of April 12, 2014. It was clarified with both parties that the 1 month notice was in fact for 1 month and not 30 days interpreted by the landlord. As such, the Residential Tenancy Act provides that the effective date be

corrected to the 1 month notice as April 30, 2014. The notice displays 1 reason for cause. "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 stated in her direct testimony that no written notice was provided to the tenant. The landlord states that notice was provided orally over the phone. The landlord states that the tenant obtained a dog without permission which is contrary to the signed tenancy agreement condition of "No pets allowed in the building". The tenant admitted in both a written letter to the landlord and in her direct testimony during the hearing that she obtained a dog without permission and against the conditions of her signed tenancy agreement.

Analysis

Based upon the undisputed testimony of the landlord, I find that the landlord has failed to diligently comply with the reason for cause selected. "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 stated that no written notice was given to the tenant only a verbal caution on the telephone. The landlord's notice to end tenancy issued on March 13, 2014 is set aside. The tenancy shall continue. As such, the landlord's application is dismissed. The tenant's application is granted.

Conclusion

The landlord's application is dismissed.

The tenant's application is granted. The tenancy shall continue.

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: May 07, 2014

Residential Tenancy Branch

