



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for an Order cancelling a Notice to End Tenancy – Section 46.

I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Is the Tenant entitled to a cancellation of the notice to end tenancy?

Background and Evidence

The tenancy started on June 1, 2014. A written tenancy agreement was provided. On July 31, 2011 the Tenant received a one month notice to end tenancy for cause (the “Notice”). The reason for the Notice is that the Tenant has engaged in illegal activity that has, or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord.

The Landlord indicates that the Tenant has brought a dog into the unit and states that this dog has disturbed the Landlord. The Landlord also states that there is a no dog policy for the building despite the tenancy agreement. The Tenant disputes the validity

of the notice and indicates that the tenancy agreement does not restrict them from having a pet.

Analysis

Where a notice to end tenancy comes under dispute, the landlord has the burden to prove, on a balance of probabilities, that the tenancy should end for the reason or reasons indicated on the Notice and that at least one reason must constitute sufficient cause for the Notice to be valid. The Landlord seeks to end the tenancy on the primary basis of an illegal activity. The Landlord has provided no evidence of any illegal activity and a breach of a tenancy agreement, if any in this situation, is not an illegal activity. The stated and sole reason for the Notice is not valid and I find therefore that the Notice is not valid. The Tenant is entitled to a cancellation of the Notice and the tenancy continues.

Conclusion

The Notice is cancelled and of no effect.

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: October 06, 2014

Residential Tenancy Branch