



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

The applicant failed to attend the hearing at the scheduled time. The respondent was present and ready to proceed. I waited 10 minutes past the scheduled start time and monitored the conference call. The applicant failed to attend.

A hearing was conducted by conference call in the absence of the applicant and in the presence of a representative of the applicant. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

I find that the one month Notice to End Tenancy was sufficiently served on the Tenant by posting. Further I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on the landlord. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issue to be decided is whether the tenant is entitled to an order cancelling the one month Notice to End Tenancy dated July 31, 2014?

Background and Evidence

The tenancy began on March 5, 2010. The present rent is \$375 per month payable in advance. The tenant(s) paid a security deposit of \$187.50 on March 8m, 2010.

The representative of the landlord seeks to end the tenancy on the basis the tenant has not been able to control his vicious dog (a pit bull) and the dog bit another resident. Further has been abusive towards other residents and the staff of the landlord.

Analysis

Grounds for Termination

The Notice to End Tenancy relies on section 47(1)(d) of the Residential Tenancy Act.

That section provides as follows:

Landlord's notice: cause

47 (1) A landlord may end a tenancy by giving notice to end the tenancy if one or more of the following applies:

...

(d) the tenant or a person permitted on the residential property by the tenant has

- (i) significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property,
- (ii) seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, or

(h) the tenant

- (i) has failed to comply with a material term, and
- (ii) has not corrected the situation within a reasonable time after the landlord gives written notice to do so;

Analysis

The tenant failed to attend the hearing and failed to present any evidence. On that basis the tenant's application should be dismissed. Further, based on the evidence of the landlord I am satisfied the landlord has sufficient cause to end the tenancy. The tenant's dog has bit another resident and thus significant interfered with and unreasonably disturbed them. The inability of the tenant to properly control the dog has seriously jeopardized the health and safety of other residents and the landlord. As a result I determined the landlord has sufficient cause to end the tenancy. The application of the tenant to cancel the one month Notice to End Tenancy is dismissed.

Order for Possession

The Residential Tenancy Act provides that where a landlord has made an oral request for an Order for Possession at a hearing where a dispute resolution officer has dismissed a tenant's application to set aside a Notice to End Tenancy, the dispute resolution officer must grant an Order for Possession. The landlord made this request at the hearing. The tenant has paid the rent for October and it was accepted by the landlord for "use and occupation only." As a result I granted the landlord an Order for Possession effective October 31, 2014.

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

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 08, 2014

Residential Tenancy Branch

