



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FF, MNDC

Introduction

This is an application to cancel a Notice to End Tenancy, and a request for a monetary order.

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing.

I have given the parties the opportunity to present all relevant evidence, and to give oral testimony, and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

First of all it is my decision that I will not deal with all the issues that the applicant has put on the application. For claims to be combined on an application they must related.

Not all the claims on this application are sufficiently related to the main issue to be dealt with together.

I therefore will deal with the request to cancel a Notice to End Tenancy and recovery of the filing fee, and I dismiss the monetary claim with liberty to re-apply.

Background and Evidence

The landlords testified that:

- This tenancy began on November 29, 2013 with the monthly rent of \$900.00, and included with the tenancy agreement was a page of additional terms that was signed by both landlord's and the tenant.
- One of the additional terms states all pets must be approved by landlord's, and they also stated that they were okay with one older dog.
- In March of 2014 they discovered that the tenant had brought cats into the rental unit without getting their permission, and also discovered that her dog was not an older dog, but was only two or three years old.
- We did not make an issue of the dog however we did send a breach letter to the tenant telling her she has to get rid of the cats.
- At first it appeared that the tenant had complied and got rid of the cats, however in October 2014 they discovered that there were again cats in the rental unit.
- Therefore since the tenant was continuing to breach the term of the tenancy agreement that requires that she get permission, and failed to rectify that breach even after receiving written notice to do so, we gave her a one-month Notice to End Tenancy.
- We would like this tenancy ended and request an Order of Possession be issued.

The tenant testified that:

- The landlord's did an inspection of the rental unit in March of 2014 and at that time the cats were in the rental unit.
- Prior to the inspection she had not requested permission from the landlords for approval of the cats; however at the time of the inspection the landlord's verbally told her she could have the cats in the rental unit.

- She was very surprised therefore when a few days later she received a breach letter informing her she had to get rid of the cats.
- She did however initially get rid of the cats and the cats were staying with her mother; however her mother at a medical issue and as a result she had to take the cats back.
- She won't deny that the cats did on occasion get into the rental unit, however they were not supposed to, as she had set up kitty litter and beds for the cats in her car and the cats were mostly outdoor cats.
- They only got in the house on occasion when they snuck in when the door was opened.

In response to the tenant's testimony the landlord's testified:

- They completely deny ever giving the tenant verbal permission to have the cats, if they were going to give permission it would have been in writing as they are very particular about doing everything in writing.
- We saw the cats in the house in October 2014, and when we gave the Notice to End Tenancy we could hear the cats in the house.
- The tenant has even admitted that the cats did come into the house again.

Analysis

It is my finding that the tenant has breached a material term of the tenancy agreement and failed to rectify that breach after receiving written notice to do so.

Although the tenant claims the landlord's gave her verbal permission to keep the cats, she has no evidence to support that claim, and the landlord's deny ever giving such permission. Therefore the tenant has not met the burden of proving her claim that she was given verbal permission to keep the cats.

The tenant signed an agreement that required approval of the landlords for all pets, the tenant failed to get that approval, thereby breaching the tenancy agreement, and the tenant failed to rectify that breach by allowing the cats back into the rental unit in October of 2014.

I therefore will not be setting aside the Notice to End Tenancy and will be issuing an Order of Possession to the landlord for the end of December 2014.

I also deny the tenant's request for recovery of the filing fee

Conclusion

The application to cancel the Notice to End Tenancy is dismissed and I have issued an Order of Possession to the landlords for 1:00 PM on December 31, 2014.

The tenant's application for a Monetary Order is dismissed with leave to reapply.

The tenant's application for recovery of the filing fee is dismissed.

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 11, 2014

Residential Tenancy Branch

