



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Vernon Management Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC CNR FF

### Introduction

This hearing dealt with the tenant's application to cancel a notice to end tenancy for unpaid rent and a notice to end tenancy for cause. The tenant and two agents for the landlord participated in the teleconference hearing.

At the outset of the hearing the landlord stated that the tenant had paid all outstanding rent and utilities, and they therefore were not pursuing the notice to end tenancy for unpaid rent. I accordingly dismissed the notices to end tenancy for unpaid rent or utilities that were issued on April 2 and 14, 2015 and May 4, 2015.

In regard to the notice to end tenancy for cause, the landlord stated that they had mistakenly checked off the box on the notice that indicated that the tenant had engaged in any illegal activity, and they were not pursuing that ground for ending the tenancy.

Each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. Both parties were given full opportunity to give testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

### Issue(s) to be Decided

Is the notice to end tenancy for cause valid?  
If so, is the landlord entitled to an order of possession?

### Background and Evidence

The tenancy began on December 15, 2014. The tenancy agreement contains a clause that prohibits the tenant from having any pets in the rental unit aside from bird(s), unless the tenant receives the landlord's advance written permission.

On March 30, 2015 the landlord served the tenant a notice to end tenancy for cause. The notice indicated that the reasons for ending the tenancy were that the tenant:

- (1) significantly interfered with or unreasonably disturbed another occupant or the landlord;
- (2) seriously jeopardized the health or safety or lawful right of another occupant or the landlord; and
- (3) breached a material term of the tenancy agreement without correcting the breach within a reasonable time after written notice to do so.

### *Landlord's Evidence*

The landlord stated that the tenant has been very disruptive, and has disturbed the other occupants in the building and the resident manager. The landlord stated that most of the problems stemmed from the tenant having a cat.

The resident manager stated that some of the other occupants in the building swore to her that the tenant had a cat, but when she asked the tenant, he denied it. The resident manager stated that one week later she saw the cat on the tenant's patio, and she confronted him about it. She stated that the tenant's response was that his cat is very clean. She stated that she told him would give him a breach letter, and at that point the tenant "got quite riled up."

On March 17, 2015, the landlord served the tenant with a letter indicating that he had until March 22, 2015 to remove the cat from his rental unit. The resident manager stated that the tenant told her he had gotten rid of the cat for now, but he wasn't going to move out, and he was going to keep his cat. The resident manager stated that other occupants can still hear the cat in the tenant's unit.

The landlord also stated that the tenant has been yelling at another occupant; he plays his music all night; and the tenant's friend comes over every day with his dog.

In the hearing the landlord orally requested an order of possession.

### *Tenant's Response*

The tenant stated several times that his cat is at a friend's place right now. The tenant stated that it was his mother's cat, and he got the cat when his mother died, approximately one month after he moved into the rental unit.

The tenant stated that he has never yelled anywhere in the complex, and he always deals fairly with the resident manager. The tenant stated that another occupant in the building has been harassing him.

The tenant did not deny that he had made noise playing his music or from the TV, and he did not deny that his friends come by every day after work.

### Analysis

Upon consideration of the evidence, I find that the notice to end tenancy is valid, on the ground that the tenant breached a material term of his tenancy agreement by having a cat without the landlord's prior written approval, and the tenant did not remedy the breach within a reasonable time after written notice to do so. I find it likely, given the above-noted evidence of the landlord and the tenant, that the tenant has not permanently removed the cat from the rental unit and does not intend to do so.

As I have found the notice to end tenancy valid on this ground, it is not necessary for me to consider the other alleged causes for ending the tenancy.

The landlord orally requested an order of possession in the hearing, and I accordingly grant the landlord an order of possession. The tenant has paid rent for the month of May 2015, and therefore the order of possession will be effective May 31, 2015.

As the tenant's application was not successful, he is not entitled to recovery of the filing fee for the cost of the application.

### Conclusion

The tenant's application is dismissed.

I grant the landlord an order of possession effective May 31, 2015. The tenant must be served with the order of possession. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

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 20, 2015

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Residential Tenancy Branch

