



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC OPC

Introduction:

This was an application by the tenant to cancel a Notice to End the Tenancy for cause dated May 31, 2015 to be effective June 30, 2015. Both parties were present at the hearing.

SERVICE:

I find that the Notice to End a Residential Tenancy was served personally on the Tenant on May 31, 2015. The landlord said they had not received the application for dispute resolution. The tenant provided evidence that the Application was served by registered mail to the landlord's address which was provided on the Notice to End Tenancy and the tenancy agreement as their service address. One landlord resides out of Province now and the other is only at the service address occasionally. I find the landlords were served with the Application in accordance with the Act. It is their obligation to provide their correct address for service.

Issues: Is the tenant entitled to any relief?

Background and Evidence:

Both parties attended the hearing and were given opportunity to be heard, to provide evidence and to make submissions. The tenancy began on February 28, 2015. The rent is \$ 1,750.00 per month and the tenant paid a security deposit of \$875. The landlord served the Notice to End Tenancy pursuant to section 47 for the following reasons:

- a) The tenant has seriously jeopardized the health or safety or lawful right of another occupant or the landlord.

The landlord said that the tenant has a large dog and the realtor had problems giving Notice of Entry for the purpose of showing the home. The landlord wished to withdraw the Notice but the tenant did not consent. It was pointed out to the landlord that the Notice could not be unilaterally withdrawn pursuant to Residential Policy Guideline 11.

A subsequent two month Notice to End Tenancy was issued on June 30, 2015 as the house was sold. However, the landlord said the deal has now fallen through.

After further discussion, the parties agreed to settle this matter on the following terms and conditions:

Settlement Agreement:

1. The tenant agrees that a Notice of Entry to show the property pursuant to section 29 of the Act may be served to them by email.

2. The tenant agrees to take her dog outside or restrain the dog in a kennel during the showings so that strangers or the realtor will not be alarmed.
3. The parties agree that the tenant will vacate the property by August 31, 2015 and they will receive a free month's rent for August, 2015 pursuant to the Notice issued under section 49.
4. The parties agree the landlord will receive an Order of Possession effective August 31, 2015 to support their agreement and the landlord will not serve any further Notices to End Tenancy on the tenant.
5. This agreement settles all matters between the parties in respect to the tenancy to this date.

Analysis:

The landlord has the burden of proving on a balance of probabilities that there is sufficient cause to end the tenancy. There were significant problems with the evidence in this case as most of the evidence was supplied by a realtor to the landlords and she was not present at the hearing to provide her statement. The landlords had not visited the property themselves to see the problems and the tenant vigorously denied that they were not allowing the property to be shown to prospective purchasers and were not restraining their dog.

However, the parties reached an agreement in the hearing. As a result I grant the landlord an Order for Possession effective August 31, 2015.

Conclusion:

I grant the landlord an Order for Possession effective August 31, 2015.

I HEREBY ORDER THAT:

1. **The Notices of Entry by email from the realtor to allow the property to be shown to prospective purchasers will be sufficiently served pursuant to section 29 of the Act.**
2. **The tenant remove or sufficiently restrain her dog so that the realtor and purchasers are not alarmed during the showings.**
3. **The landlord must give a free month's rent to the tenant for August, 2015 and the tenant must move out by August 31, 2015.**

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: July 21, 2015

Residential Tenancy Branch

