



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BRISTOL ESTATES  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      LANDLORD: OPC, FF  
                             TENANTS: CNC, FF

### Introduction

This hearing dealt with cross applications for Dispute Resolution filed by both the Landlord and the Tenants.

The Landlord filed seeking an Order of Possession and to recover the filing fee for this proceeding.

The Tenants filed seeking an Order to cancel the Notices to End Tenancy and to recover the filing fee for this proceeding.

Service of the hearing documents by the Landlord to the Tenants were done by registered mail on May 25, 2015, in accordance with section 89 of the Act.

Service of the hearing documents by the Tenants to the Landlord were done by personal delivery on May 20, 2015, in accordance with section 89 of the Act.

### Issues to be Decided

Landlord:

1. Is the Landlord entitled to end the Tenancy?

Tenant:

1. Are the Tenants entitled to an order to cancel the Notice to End Tenancy that has been served on them?

### Background and Evidence

The tenancy started on April 1, 2000 as a 1 year fixed term tenancy and then continued on a month to month basis. Rent is \$1,073.00 per month payable in advance of the 1<sup>st</sup> day of each month. The Tenant paid a security deposit of \$437.50 at the start of the tenancy.

The Landlord said they issued a 1 month Notice to End Tenancy dated May 11, 2015 for seriously jeopardizing the health and safety of other occupants or the landlord and for significantly interfering with or unreasonably disturbing another occupant or the landlord. The Landlord said the Tenant was walking her dog on May 10, 2015 and the dog bit another tenant. The Landlord continued to say the other tenant made a complaint and had a bite on her leg that drew blood. The Landlord provided photograph evidence of the other tenant's leg showing the bite marks. The Landlord continued to say they have given warning letters to the Tenants about having 3 dogs in the unit which is a breach of the tenancy agreement and against the municipal bylaws.. As well the Landlord said the letters warned the Tenants they should not walk the dogs off leash. The Landlord said she has seen the Tenants walking the dogs off leash herself. The Landlord said they sent warning letters to the Tenants, which included requests to comply with the tenancy agreement and to control the Tenants' dogs, on February 24, 2015, March 9, 2015 and March 18, 2015. The Landlord said because of the dog biting incident on May 10, 2015 they want to end the tenancy and the Landlord requested an Order of Possession effective August 31, 2015, if their application is successful.

The Tenant said they have removed the dog that bit the other tenant as they want to comply with the Notice and the tenancy agreement. As well the Tenant said they never walk their dogs off leash and this incident was a random unexpected occurrence. The Tenant said the other tenant who was bitten is their friend and she is OK with them and what happened. The Tenant continued to say they did not get the February 24, 2015 warning letter, but they did receive the March 9 and 18, 2015 warning letters. The Tenant said their dog did bite the other tenant but they have removed the dog and they would like to continue the tenancy as they have lived here for 15 years.

### Analysis

It is apparent from the testimony and evidence that this is a very unfortunate incident and it may have been a random unexpected occurrence, but a dog biting another tenant after the Tenants have been warn about their dogs behaviour is a serious situation. The 3 warning letters indicated there was one to many dogs in the rental unit, there was an issue with a barking dog and the Tenants were told not to walk the dog off leash. These letters indicate the Landlord was concerned with how the Tenants were managing their dogs. The incident of the Tenants' dog biting another tenant and that tenant registering a complaint to the Landlord justifies the Landlord issuing a 1 Month Notice to End Tenancy for Cause. Section 47 of the Act uses language which is written very strongly and it's written that way for a reason. A person cannot be evicted simply because

another occupant has been disturbed or interfered with, they must have been **significantly interfered with or unreasonably disturbed**. As well the Landlord must show that the health or safety of an occupant or landlord has been **seriously jeopardized**. I find an incident where a dog attacks another tenant after the dog owners have been warned about their dog management meets the level of seriousness and unreasonableness to justify and eviction. I find the Landlord has established grounds to be successful in their application to end the tenancy with the Tenants on the grounds of **significantly interfering, unreasonably disturbing another tenant or the landlord and seriously jeopardizing** the health or safety of the landlord or other tenants. I find for the Landlord and award the Landlord an Order of Possession with an effective vacancy date of August 31, 2015 as per the Landlord's request.

Further I find the Tenants have not established grounds to prove the 1 Month Notice to End Tenancy for Cause dated May 11, 2015 should be cancelled; therefore I dismiss the Tenants application without leave to reapply.

As the Landlord has been successful in this matter I order the Landlord to recover the \$50.00 filing fee for this proceeding by deducting it from the Tenants' security deposit at the end of the tenancy.

As the Tenants have not been successful in this matter I order the Tenants to bear the cost of the application of \$50.00 which the Tenants have already paid.

### Conclusion

An Order of Possession effective August 31, 2015 at 1:00 p.m. has been issued to the Landlord. A copy of the Order must be served on the Tenants: the Order of Possession may be enforced in the Supreme Court of British Columbia.

The Tenants' application is dismissed without leave to reapply.

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 08, 2015

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Residential Tenancy Branch

