



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding RAAMCO International Properties Canadian Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC FF

Introduction

This hearing was convened pursuant to the tenant's application to cancel a notice to end tenancy for cause. The tenant, an advocate for the tenant, two agents for the landlord and a witness for the landlord participated in the teleconference hearing.

At the outset of the hearing, the landlord confirmed that they did not serve the tenant with a signed and witnessed document entitled "Proof of Posting on Tenant's Door," but the tenant acknowledged that she received the letter that had been posted. The tenant also confirmed that she received all of the other evidence of the landlord. The tenant stated that she sent her evidence to the landlord by registered mail. The landlord stated that they did not receive the tenant's evidence. I described the tenant's evidence to the landlord as being essentially written testimony, and the landlord did not oppose acceptance of the tenant's evidence.

The parties were given full opportunity to give affirmed 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 dated January 11, 2016 valid?

Background and Evidence

The tenancy began on December 1, 2013. The tenant has two cats residing in the rental unit with her. Section 18 of the tenancy agreement indicates, in part, as follows: "... the tenant must ensure that no damage occurs to the rental unit or residential property as a result of having or keeping the pet. This is a material term of this Agreement."

On January 11, 2016 the landlord served the tenant with a notice to end tenancy for cause. The notice indicated that one of the reasons for ending the tenancy was that the tenant had breached a material term of the tenancy agreement and had not remedied the breach after written notice to do so.

Landlord's Evidence

The landlord stated that because they had received complaints from other residents about pet odours coming from the tenant's unit, on December 10, 2015 the landlord and an animal control officer inspected the tenant's rental unit. The landlord stated that they discovered significant damage to the walls and door frames in the unit, and that damage had not been present during previous inspections. To support their testimony the landlord submitted photographs of this damage.

The animal control officer appeared as a witness in the hearing and stated that the tenant's cats had urinated, defecated and vomited on the carpets all over the rental unit. The officer further stated that the two litter trays in the bathroom were full; there was a considerable ammonia smell from the cat urine, which could be smelled from the hallway outside the rental unit door; and there was no cat furniture such as a scratching post for the cats to use. As a result of this inspection, the landlord served the tenant with a letter indicating that the tenant was in breach of section 18 of her tenancy agreement, and the landlord would follow up with another inspection in early January.

The landlord stated that on January 11, 2016 they re-inspected the rental unit. The landlord stated that conditions had not improved in the unit; in fact, there was further cat damage that was not present one month previously. The landlord then served the tenant with the notice to end tenancy for cause.

The landlord referred to the move-in condition inspection report, which contained no indication of cat scratches on the walls and door frames at the beginning of the tenancy. The landlord stated that at the time of the hearing the tenant still owed rent for March 2016.

Tenant's Response

The tenant argued that previous warning letters she had received in 2014 should not be brought up again, as they were dealt with. The tenant stated that if pet odour could be smelled in the hallway, the landlord should have put proper surround on her door. The tenant stated that the hallway carpet has multiple stains from other tenants' pets.

The tenant stated that the cat scratches were there at the beginning of her tenancy, and the wood door frames are probably 40 to 45 years old.

Analysis

Upon consideration of the evidence I find that the landlord has provided sufficient evidence to show that the tenant breached section 18 of the tenancy agreement by failing to prevent her cats from doing damage to the rental unit, and I accept the landlord's submission that this term of the tenancy is a material term. I also accept the evidence of the landlord that the damage was not present at the outset of the tenancy and the damage worsened from the time that the landlord issued a breach letter in December 2015 and the follow-up inspection on January 11, 2016. The landlord gave the tenant a month to improve conditions and the tenant failed to do so. It was not necessary for the landlord to give the tenant multiple warnings regarding the breach. I find that the notice to end tenancy dated January 11, 2016 is valid for the reason that the tenant breached a material term of the tenancy agreement and failed to correct the breach within a reasonable time after written notice to do so. It was not necessary for me to consider the other alleged causes set out on the notice. I therefore uphold the notice to end tenancy and dismiss the tenant's application.

I am satisfied that the notice to end tenancy for cause dated January 11, 2016 meets the requirements regarding form and content as set out in section 52 of the Act.

Under section 55 of the Act, when a tenant's application to cancel a notice to end tenancy is dismissed and I am satisfied that the notice to end tenancy complies with the requirements under section 52 regarding form and content, I must grant the order of possession. The effective date of the notice has passed, and the tenant still owes rent for March 2016. Accordingly, I grant the landlord an order of possession effective two days after service.

Conclusion

The tenant's application is dismissed.

I grant the landlord an order of possession effective two days from service. 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: March 14, 2016

Residential Tenancy Branch