



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FF

Introduction

This is an application brought by the tenant requesting an Order canceling a Notice to End Tenancy that was given for cause.

A substantial amount of documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All parties were affirmed.

Issue(s) to be Decided

The issue is whether or not to cancel or uphold a Notice to End Tenancy that was given for cause.

Background and Evidence

The parties agree that this tenancy began on January 1, 2014 and that the present monthly rent is \$1580.00 due on the first of each month.

The parties also agree that the tenant was personally served with a one-month Notice to End Tenancy on May 19, 2016.

The landlord's agent testified that the tenant was served with the Notice to End Tenancy because they have had numerous complaints from the other tenants in the rental

property about excessive noise coming from the rental unit, complaints of marijuana being smoked, and a complaint that the tenant stole the other tenant's dog, kept it overnight without informing the other tenants, and then took it to the SPCA.

The landlord's agent further testified that the other tenant's dog is under veterinary care and as a result missed one of its scheduled veterinary appointment and shots.

In response to the landlord's testimony the tenant testified that she has never had any complaints from the landlord or the other tenants about excessive noise and the first complaint she had was this application for dispute resolution.

The tenant further testified that when she rented the unit the landlords were aware that she smoked marijuana, and had a medical license to do so, and again she had had no complaints prior to the Notice to End Tenancy.

The tenant further testified that she felt that the other tenant's dog was being neglected by the tenants and therefore when she saw the dog outside one evening she did take the dog into her rental unit, where she kept it overnight, before taking it to the SPCA the following day. She further stated that she did not tell the other tenant she had taken their dog because she knows they had children who may have been sleeping and did not want to disturb them.

In response to the tenants testimony the landlord testified that the tenant has not been given any written warnings about noise or marijuana smoking, however she is been given frequent verbal warnings.

Analysis

It is my finding that the landlord has not met the burden of proving that the tenant or her subtenants have caused noise disturbances at the rental property. Basically it is just information provided in an unsworn written statement and since the tenant denies causing any disturbances, is my finding that the landlord has not met the burden of proving the claim of noise disturbances.

It is also my finding that the landlord was aware that the tenant smoked marijuana when she moved into the rental property, and although he claims that she was told to smoke off of the property there is no evidence in support of that claim, nor is there sufficient evidence to show that the smoking of marijuana is disturbing the other occupants.

With regards to the claim that the tenant took the other tenants dog it is my finding that the landlord has met the burden of proving this portion of the claim. The tenant admitted that she felt the other tenants were neglecting the dog and that she, therefore, took the dog one night, kept it overnight and then took it to the SPCA without informing the other tenants that she had taken the dog. It is my decision that this action was unreasonable.

First of all the tenant has provided no evidence to support her claim that the dog was being neglected, and secondly, if she believed the dog was being neglected she should have called the SPCA to deal with the situation and not taken matters into her own hands by taking the dog, without even informing the other tenants that she had done so.

It is my decision therefore that the tenant's action did seriously jeopardize the lawful right of the other occupants of the rental property, and therefore the landlord does have the right to end this tenancy under section 47, and I will not cancel this Notice to End Tenancy.

Conclusion

This application to cancel a Notice to End Tenancy is dismissed, and pursuant to section 55 of the Residential Tenancy Act, I have issued an Order of Possession to the landlord; however I have issued the Order of Possession for July 31, 2016 as I find it unreasonable to issue an Order for June 30, 2016 at this late date. The tenant is still required to pay rent for the month of July 2016.

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: June 29, 2016

Residential Tenancy Branch