



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FF

Introduction

On June 3, 2016, the Tenants submitted an Application for Dispute Resolution asking to cancel a 1 Month Notice to End Tenancy for Cause and to recover the filing fee for the Application.

Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence, orally and in written and documentary form, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary and Procedural Matters

The spelling of the Landlord's first name is incorrect on the Tenant's Application. The Tenant's Application is amended to correct the spelling.

Issues to be Decided

- Does the Landlord have cause to end the tenancy and is he entitled to an order of possession?

Background and Evidence

Both parties testified that the tenancy commenced on April 1, 2015, for a one year fixed term to continue thereafter as a month to month tenancy. Rent in the amount of \$1,050.00 is due on the first day of each month. A security deposit of \$525.00 and a pet deposit of \$525.00 was paid to the Landlord. A copy of the tenancy agreement was provided as evidence by the Tenants.

The Landlord testified that he conducted an inspection of the rental unit and noticed damage to the unit. He testified that the Tenants have four small dogs that are causing damage because they are urinating and defecating on the floors. He testified that the laminate flooring is bubbling and peeling away. The Landlord testified that the dogs are allowed to use a pet pad and that he asked the Tenants to not allow the dogs to use the pet pad, but the Tenants would not agree.

The Landlord issued the Tenants a 1 month Notice to End Tenancy for Cause dated May 30, 2016 (the Notice). The reasons within the Notice for ending the tenancy are:

- Tenant or a person permitted on the property by the Tenant has put the Landlord's property at significant risk.
- The Tenant has caused extraordinary damage to the unit/site/ or property/park.

In response, the Tenants testified that they have four dogs that have gone through training. They state that they have a pet pad for the dogs. The Tenants testified that their house is very clean and they do not understand where the Landlord's story is coming from.

The Tenants provided documentary evidence of photographs of the rental unit.

Analysis

In the matter before me, the Landlord has the onus of proof to prove that the reasons in the Notice are valid.

When two parties provide equally plausible but differing evidence, the party with the burden must provide additional evidence to establish their position. In this case, the Landlord has failed to provide sufficient evidence to show that the Tenants have caused damage to the rental unit.

Based on the evidence and testimony before me, I find that there is insufficient evidence from the Landlord that the Tenants have put the Landlord's property at significant risk. I also find that there is insufficient evidence from the Landlord that the Tenants have caused extraordinary damage to the unit.

The 1 Month Notice To End Tenancy For Cause dated May 30, 2016, is set aside. The tenancy will continue until ended in accordance with the Act.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I order that the Landlord owes the Tenants the \$100.00 fee that the Tenants paid to make application for dispute resolution. I order that the Tenants may withhold the amount of \$100.00 from 1 (one) future rent payment.

Conclusion

The Tenant's application is successful. The 1 Month Notice issued by the Landlord dated May 30, 2016, is cancelled. The tenancy will continue until ended in accordance with the Act.

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 07, 2016

Residential Tenancy Branch