



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding LINDA E. ROSS PROPERTY MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: CNC

Introduction

The tenant applied under the *Residential Tenancy Act* (the “Act”) to cancel a 1 Month Notice to End Tenancy for Cause dated July 28, 2016 (the “1 Month Notice”).

The tenant and an agent for the landlord (the “agent”) attended the teleconference hearing. At the start of the hearing I introduced myself and the participants. The parties had the dispute resolution process explained to them and were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony evidence and to make submissions to me. The evidence relevant to my findings is described below.

Neither party raised any concerns regarding the service of documentary evidence.

Issue to be Decided

- Should the 1 Month Notice to End Tenancy for Cause be cancelled?

Background and Evidence

A copy of the tenancy agreement was submitted in evidence. A month to month tenancy began on November 1, 2013. Monthly rent in the amount of \$620.00 was due on the first day of each month, and increased during the tenancy to the current monthly rent of 635.00 per month. The tenant paid a \$310.00 security deposit at the start of the tenancy.

The tenant confirmed that she was served on July 28, 2016 with the 1 Month Notice dated July 28, 2016 alleging one cause. The cause indicated on the 1 Month Notice is that the tenant has breached a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

The tenant disputed the 1 Month Notice on August 2, 2016 which is within 10 days of being served with the 1 Month Notice on July 28, 2016. The effective vacancy date on the 1 Month Notice is listed as August 31, 2016.

The parties agreed that on March 24, 2016 the tenant received a warning letter from the landlord regarding the tenant having an unauthorized pet in her unit. A copy of the warning letter was submitted in evidence. The agent referred to the tenancy agreement section “p” which reads:

“The Tenant agrees not to keep, or allow to be kept, any animal or pet.”

[reproduced as written]

The tenant did confirm that she was having a slumber party and that a dog was there but it did not belong to her. The tenant confirmed that the landlord had also warned her in June 2016 after another complaint was received regarding the tenant having a dog in her unit. The tenant stated that she offered to “dogsit” and that is why she had a dog in her rental unit.

The tenant did not deny that when the landlord attended for an annual inspection on July 19, 2016 that a dog ran up to her when she entered the rental unit.

A copy of the 1 Month Notice was submitted in evidence as well as other warning letters not related to the pet issue. The agent stated that the landlord would accept an order of possession for September 30, 2016 at 1:00 p.m. versus a two-day order of possession.

Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on the balance of probabilities, I find the following.

1 Month Notice to End Tenancy for Cause – There is no dispute that the tenant continued to have dogs in her rental unit after receiving a warning letter dated March 24, 2016 and having following discussions with the landlord. I have reviewed the evidence presented and based on the above, I find the landlord has met the burden of proof by proving that the tenant breached a material term of the tenancy that was not corrected after being a reasonable time to do so in writing. Given the above, **I dismiss** the tenant’s application in full, without leave to reapply. **I uphold** the landlord’s 1 Month Notice.

Section 55 of the *Act* applies and states:

Order of possession for the landlord

55 (1) If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, **the director must grant to the landlord an order of possession of the rental unit if**

(a) **the landlord's notice to end tenancy complies with section 52 *[form and content of notice to end tenancy]*, and**

(b) **the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.**

[my emphasis added]

Given the above and having determined that the 1 Month Notice does comply with section 52 of the *Act*, **I grant** the landlord an order of possession effective **September 30, 2016 at 1:00 p.m.**

Conclusion

The tenant's application to cancel the 1 Month Notice is dismissed. The 1 Month Notice is upheld.

The landlord has been granted an order of possession effective September 30, 2016 at 1:00 p.m. This order must be served on the tenant and may be enforced in the Supreme Court of British Columbia.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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: September 20, 2016

Residential Tenancy Branch

