



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, FF

Introduction

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. An order to cancel the two month Notice to End Tenancy dated November 29, 2016
- b. An order to recover the cost of the filing fee.

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the two month Notice to End Tenancy was personally served on the Tenant on November 30, 2016. Further I find that the Application for Dispute Resolution/Notice of Hearing was filed by the Tenant was sufficiently served on the landlord in early December as the landlord has acknowledged service. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order cancelling the two month Notice to End Tenancy dated November 29, 2016?
- b. Whether the tenant is entitled to recover the cost of the filing fee?

Background and Evidence

The tenancy began approximately 10 years ago. The rent was initially \$800 per month. The tenant paid a security deposit of \$400 at the start of the tenancy. The rent has been increased to \$825.

The landlord served a 2 month Notice to End Tenancy on the Tenant as the landlord is facing the payment of strata fines because of the presence of the tenant's dog.

Grounds for Termination:

The 2 month Notice to End Tenancy does not identify any grounds to end the tenancy.

Analysis:

The landlord acknowledged he did not identify any grounds on the Notice to End Tenancy. However, he testified he is facing fines from the strata corporation because of the presence of the tenant's dog.

The tenant testified the strata council recently repealed their bylaw prohibiting dogs and they will be sending out notices shortly. He further testified the strata council will be rescinding any fines that have been levied.

Determination and Orders:

After carefully considering all of the evidence I determined that the landlord has failed to establish sufficient cause to end the tenancy as the 2 month Notice to End Tenancy does not identify any grounds to end the tenancy. As a result ordered that the 2 month Notice to End Tenancy be cancelled. The tenancy shall continue with the rights and obligations of the parties remaining unchanged.

It would appear that if the tenant's testimony is correct, the landlord would not be facing a fine from the strata corporation. If the evidence is incorrect it is possible the landlord may have grounds under section 47 for a one month notice. It is not necessary to determine this issue. The parties agreed the landlord would pay to the Tenant one half of the cost of the filing fee or the sum of \$50. As a result of the agreement I ordered that the landlord pay to the Tenant the sum of \$50 such sum may be deducted from future rent.

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: January 05, 2017

Residential Tenancy Branch

