



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SUCCESS REALTY & INSURANCE LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, O

Introduction

This hearing dealt with a tenant's Application for Dispute Resolution (the "Application") under the Residential Tenancy Act (the "Act") for:

- Cancellation of the landlord's One Month Notice To End Tenancy for Cause (the "One Month Notice"); and
- an order for unspecified relief.

The landlord's agent (the "landlord") and the tenant appeared at the teleconference hearing and gave affirmed testimony. During the hearing the landlord and tenant were given a full opportunity to be heard, to present sworn testimony and make submissions. A summary of the testimony is provided below and includes only that which is relevant to the hearing.

Preliminary and Procedural Matters

The tenant did not specify what other unspecified relief that they were seeking. Accordingly, I dismiss the tenant's claim for other relief with leave to re-apply and I will only address the One Month Notice to end tenancy.

Issue to be Decided

- Is the tenant entitled to cancellation of the landlord's One Month Notice?

Background and Analysis

The undisputed evidence established that the tenant entered into a one year fixed term tenancy starting on October 1, 2015 and ending September 30, 2016, with an option to continue the tenancy on a month to month basis. Rent in the amount of \$1,131.00 is

payable on the 1st day of each month. The tenant provided a security deposit in the amount of \$550.00 on September 25, 2015.

The landlord issued a One Month Notice that was served on the tenant by either posting a copy to the tenant's door or sliding it under the door on March 30, 2017. The tenant testified that a friend found the notice under the tenant's door. The One Month Notice required the tenant to vacate the rental unit on April 30, 2017.

The landlord's reason for wanting to end the tenancy set out on the One Month Notice is breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so. The complaint giving rise to the One Month Notice was that the tenant has a pet in her unit which is not permitted by the tenancy agreement.

Residential Tenancy Policy Guideline # 8 (the "Policy Guideline") explains that, to end a tenancy for breach of a material term, the party alleging a breach must inform the other party in writing:

- that there is a problem;
- that they believe the problem is a breach of a material term of the tenancy agreement;
- that the problem must be fixed by a deadline included in the letter, and that the deadline be reasonable; and
- that if the problem is not fixed by the deadline, the party will end the tenancy.

The landlord testified that the tenancy agreement has a no pets clause that is a material term of the tenancy agreement. The landlord testified that he sent the tenant notices regarding breach of the lease for bringing in a pet without the landlord's consent. The landlord, however, acknowledged that he did not notify the tenant in the written notices that the problem was a breach of a material term of the tenancy agreement. For this reason, I find that there is insufficient evidence that the landlord provided the tenant with adequate written notice to comply with the requirements set out in Policy Guideline #8. Therefore, I find that the landlord cannot rely upon breach of a material term of the tenancy agreement as cause to end the tenancy.

Based upon the foregoing, I find that the tenant is entitled to cancellation of the One Month Notice. Therefore, I cancel the One Month Notice and the tenancy will continue until such time as it ends in accordance with the *Act*.

Conclusion

The tenant's application is successful. I cancel the One Month Notice and the tenancy will continue until such time as it ends 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: May 17, 2017

Residential Tenancy Branch