



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CASCADIA APARTMENT RENTALS LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ET FF

### Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution, made on November 15, 2017 (the "Application"). The Landlord applied for an order of possession and to recover the filing fee, pursuant to the *Residential Tenancy Act* (the "Act").

The Landlord's agent, J.D., attended the hearing at the appointed date and time, and provided affirmed testimony. The Tenant did not attend the hearing.

According to J.D., the Landlord's Application package was served on the Tenant by registered mail on November 25, 2017. Pursuant to sections 89 and 90 of the *Act*, documents served in this manner are deemed to be received five days later. I find the Tenant is deemed to have received the Application package on November 30, 2017.

The Landlord's agent was given an opportunity to present evidence orally and in written and documentary form, and to 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.

### Issues to be Decided

1. Is the Landlord entitled to an order of possession?
2. Is the Landlord entitled to an order granting recovery of the filing fee?

### Background and Evidence

The Landlord submitted a copy of the tenancy agreement between the parties into evidence. It confirmed the tenancy began on February 1, 2012. Although J.D. could not provide the current amount of rent due, the tenancy agreement confirmed that rent was initially due in the amount of \$975.00 per month. The Tenant paid a security deposit of \$487.50, which the Landlord holds.

The Landlord requested an order of possession based on the allegation that the Tenant's pets present a health and safety risk. Specifically, on behalf of the Landlord, J.D. testified that the Landlord became aware of an odour emanating from the Tenant's rental unit. J.D. inspected the rental unit on or about November 6, 2017, and discovered 16 sugar gliders, which are marsupials, in cages in the rental unit. J.D. testified that the animals, particularly the feces, created an "unbearable" odour in the rental unit. She advised she was only able to remain in the rental unit for one minute.

In addition, the Landlord submitted a letter from M.D., the Landlord's health and safety manager. It confirmed that M.D. attended the Tenant's rental unit on November 7, 2017. Following his inspection, he contacted authorities and was advised that sugar gliders are exotic animals that require a license. In addition, M.D. indicated in his letter that he was advised that keeping the animals in a 1-bedroom apartment was "cruel and unusual", and that their urine is particularly "pungent". Based on his observations and subsequent conversations, M.D. concluded the pets presented a "Health & Safety issue by way of the introduction of smell, pathogens, dirt and overall uncleanliness."

The Landlord also sought to recovery the filing fee paid to make the Application.

The Tenant did not attend the hearing to dispute the Landlord's evidence.

### Analysis

Based on the unchallenged and affirmed documentary evidence and oral testimony, and on a balance of probabilities, I find:

Section 56 of the *Act* permits a landlord to end a tenancy on a date that is earlier that the tenancy would end if notice to end the tenancy were given under section 47 of the *Act*.

The circumstances which permit an arbitrator to make these orders are enumerated in section 56(2). This provision states:

*The director may make an order specifying an earlier date on which a tenancy ends and the effective date of the order of possession only if satisfied...*

- (a) *The tenant or a person permitted on the residential property by the tenant had done any of the following:*
  - (i) *significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;*
  - (ii) *seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant;*
  - (iii) *put the landlords property at significant risk;*
  - (iv) *engaged in illegal activity that*
    - (A) *has caused or is likely to cause damage to the landlord's property,*
    - (B) *has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property, or*
    - (C) *has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;*
  - (v) *caused extraordinary damage to the residential property, and*
- (b) *it would be unreasonable, or unfair to the landlord or other occupants of the residential property, to wait for a notice to end the tenancy under section 47 [landlord's notice: cause] to take effect.*

[Reproduced as written.]

In this case, J.D. testified that the Tenant's pets present a health and safety risk, and submitted that the Landlord is entitled to an early end to the tenancy. In this case, I find the Tenant's pets do present a health and safety risk. Further, I find that it would be unreasonable or unfair to the Landlord to wait for a notice to end the tenancy under section 47. Accordingly, I find the Landlord is entitled to an order of possession, which will be effective immediately upon service on the Tenant.

In addition, having been successful, I order that the Landlord may retain the \$100.00 filing fee paid to make the Application from the security deposit held.

### Conclusion

The Landlord is granted an order of possession, which will be effective immediately upon service on the Tenant. The order of possession may be filed in and enforced as an order of the Supreme Court of British Columbia.

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 15, 2018

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Residential Tenancy Branch