



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding TRAFALG MANAGEMENT LTD.
and [tenant name sussed to protect privacy]

DECISION

Dispute Codes CNC, FFT

Introduction

This hearing dealt with the tenant's application pursuant to section 47 of the *Residential Tenancy Act* (the *Act*) for cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) and section 72 for the recovery of the filing fee from the landlord for this application.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. Both parties acknowledged that they had exchanged documentary evidence.

Issues(s) to be Decided

Should the landlord's 1 Month Notice be cancelled? If not, is the landlord entitled to an Order of Possession?

Are the tenants entitled to the recovery of the filing fee for this application from the landlord?

Background and Evidence

The landlord gave the following testimony. The landlord testified that the tenancy began on August 1, 2016 and that the rent is \$1295.00 per month. The landlord testified that the tenants were observed to have had dog in the building and going into their suite. The landlord testified that the building has a no pet policy and that the tenants were given a One Month Notice to End Tenancy for Cause on the basis of the tenants breaching a material term of their tenancy agreement.

The tenants gave the following testimony. The tenants testified that they do not own a pet and have never owned a pet while residing in the subject unit. AC testified that she has a dog walking business and on one occasion she needed to go into her unit with a

dog. AC testified that the landlord issued a One Month Notice to End Tenancy for Cause on December 22, 2017 for this one incident with no other warnings or discussions. The tenants testified that they have abided by the rules except for the one incident.

Analysis

.When a landlord issues a notice under Section 47 of the Act; they bear the responsibility of providing sufficient evidence to support the issuance of the notice. When AH was asked if the tenants had a pet she replied” I have no idea, you’ll have to ask the tenants”. The landlords’ testimony was very general and vague at times lacking details or specificity of the timeline or allegations. In addition, the landlord was unable to provide sufficient evidence to show that the tenants have a pet. Based on the insufficient evidence before me, and on a balance of probabilities, I hereby set aside the One Month Notice to End Tenancy for Cause dated December 22, 2017 with an effective date of January 31, 2018; it is of no effect or force. As the tenants have been successful in this application, they are entitled to the recovery of the filing fee for this application. The tenants are entitled to a one time rent reduction of \$100.00 for the rent due on April 1, 2018 in full satisfaction of that claim.

Conclusion

The notice to end tenancy is set aside. The tenancy continues.

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: March 01, 2018

Residential Tenancy Branch