



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: CNC, OLC

### **Introduction:**

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

- a. An order to cancel the one month Notice to End Tenancy dated March 27, 2018
- b. An order that the landlord comply with the Act, regulations and/or tenancy agreement.

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 one month Notice to End Tenancy was served on the Tenant(s) by posting on March 27, 2018. Further I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the landlord on or about April 9, 2018. With respect to each of the applicant's claims I find as follows:

### **Issues to be Decided:**

The issues to be decided are as follows:

- a. Whether the tenants are entitled to an order cancelling the Notice to End Tenancy dated March 27, 2018?
- b. Whether the tenants are entitled to an order that the landlord comply with the Act, regulations and/or tenancy agreement?

### **Background and Evidence:**

The tenancy began on October 1, 2018 when the parties entered into a one year fixed term tenancy agreement. The tenancy agreement provided that the tenant(s) would pay rent of \$2015 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$1012.50 and a pet damage deposit of \$1012.50 at

the start of the tenancy. The tenants paid the rent for May but the landlord made it clear it was not intending to reinstate the tenancy.

Grounds for Termination:

The Notice to End Tenancy identifies the following grounds:

- Tenant or a person permitted on the property by the tenant has:
  - significantly interfered with or unreasonably disturbed another occupant or the landlord

The landlord seeks to end the tenancy based on the following:

- They have received numerous complaints from the occupants of the rental unit above and below the tenants about the unreasonable disturbances caused by the barking of the tenants' dogs.
- SR testified he personally has walked the halls and heard the constant barking of the tenants' dogs. On some weeks there is no disturbance. However, on other weeks he has witness daily disturbances from the barking dogs of the tenants..
- The other tenants have e-mailed him and talked to him in person about the impact of the barking dogs have had on their enjoyment of the rental unit.
- The tenants have been warned on several occasions. However, the problem continues.
- The landlord testified one of the other tenants in building has reported the barking dogs to the bylaw officer who has attended the rental unit.
- The other tenants have threatened to seek compensation against the landlord for breach of the disturbances caused by the tenants' dogs.

The tenant gave the following evidence.

- She does not dispute that her dogs bark but their conduct is improving.
- There are other dogs in the rental property and the barking of those dogs triggers her dogs.
- She has hired a trainer for her dogs and the behaviour of the dogs is improving.
- They have done a best as they can.

Analysis:

After carefully considering all of the evidence I determined the landlord has established sufficient cause to end the tenancy. I am satisfied that the tenants' dogs have significantly interfered with and unreasonably disturbed the tenant's above and below

the rental unit. There is sufficient evidence in the form of e-mails and oral testimony of the landlord to prove that the disturbances are significant and ongoing.

Determination and Orders:

After carefully considering all of the evidence I determined that the landlord has established sufficient cause to end the tenancy. As a result I dismissed the tenant's application to cancel the one month Notice to End Tenancy. I order that the tenancy shall end on the date set out in the Notice. I dismissed the tenants' application that the landlord comply with the Act, regulations and tenancy agreement.

Order for Possession:

The Residential Tenancy Act provides that where an arbitrator has dismissed a tenant's application to cancel a Notice to End Tenancy, the arbitrator must grant an Order for Possession. As a result I granted the landlord an Order for Possession. As the rent was paid for May I set the effective date of the Order of Possession for May 31, 2018.

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

**This decision is final and binding on the parties.**

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 22, 2018

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Residential Tenancy Branch