



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute codes OLC FF

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62.
- authorization to recover the filing fee for this application pursuant to section 72.

The hearing was conducted by conference call. All named parties attended the hearing and were given a full opportunity to provide affirmed testimony, to present evidence and to make submissions. There were no issues raised with respect to the service of the application and evidence on file.

Issues

Should an order be issued requiring the landlord to comply with the Act, regulation or tenancy agreement?

Are the tenants entitled to recover the filing fee for this application?

Background and Evidence

The tenancy for this three bedroom townhouse began on February 22, 2018. The monthly rent is \$2100.00 payable on the 1st day of each month.

The tenants are requesting for the landlord to comply with the tenancy agreement and providing permission to train a dog to become a certified service dog to provide support for her son's special needs. The tenants argue that owner training with a private trained is the only option available to them. The tenants further argue that clause 14 of the tenancy agreement does not specifically state pets are not permitted in the rental unit. The tenants argue that the tenancy agreement allows for pets with permission of the landlord.

The landlord testified that the rental unit is not a pet friendly premise and they have offered the tenant accommodation is one of their pet friendly premises. The landlord has also offered to waive any liquidated damages as a result of the tenants breaking their fixed term lease early. The landlord testified that advertisement of the rental unit specifically stated that pets are not permitted and tenants were made aware of this at the time of entering into the tenancy agreement. The landlord submits that the tenancy agreement is the same agreement used for their pet friendly premises. The landlord submits they have additional pet agreements which are utilized for the pet friendly premises and that agreement was not entered into in this case.

The landlord submits that they would permit a certified service dog. The dog in this case is not certified and they do not want to allow the tenant to train the dog in the rental unit.

The tenant argues that it was not explained to them at the start of the tenancy that clause 14 of the agreement only applied to pet friendly premises. It was only after they inquired about permission was this explained to them.

Analysis

I accept the landlord's testimony that this rental unit is not a pet friendly building and that the tenancy agreement utilized is just a standard agreement used for other pet friendly rental properties. I also accept the landlord's testimony that the tenants were made aware of this at the time of entering into the tenancy. In either event, clause 14 of the tenancy agreement still clearly states that the tenants shall not keep or allow pets unless specifically permitted in writing by the landlord. The landlord has not provided permission for the tenants to keep a pet which is within its rights under the tenancy agreement. The granting of the permission is at the sole discretion of the landlord regardless of the reasons put forward by the tenants for requiring the pet.

The Guide Dog and Service Dog Act of B.C. prohibits a landlord from discriminating against a person with a disability who intends to keep a guide or service dog in the residential premises. However, in the case at hand, the dog in question is not a certified guide or service dog.

I find the landlord is in compliance with the Act, Regulation and tenancy agreement. As such, the tenant's application for an order requiring the landlord to comply is dismissed.

As the tenants were not successful in this application, I find that the tenants are not entitled to recover the \$100.00 filing fee paid for this application from the landlord.

Conclusion

The tenants' application is dismissed without leave to reapply.

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: June 18, 2018

Residential Tenancy Branch