



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC OLC

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution, made on May 4, 2018 (the "Application"). The Tenant applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- an order cancelling a notice to end tenancy for cause; and
- an order that the Landlord comply with the *Act*, regulations, and/or the tenancy agreement.

The Tenant and the Landlord each attended the hearing at the appointed date and time. Both parties provided affirmed testimony.

Although unable to recall the date of service, the Tenant testified the Landlord was served with the Application package in person. The Landlord acknowledged receipt. The Landlord testified documentary evidence upon which she intended to rely was served on the Tenant by registered mail. The Tenant acknowledged receipt. No issues were raised with respect to service or receipt of the above documents during the hearing. Pursuant to section 71 of the *Act*, I find the above documents are sufficiently served for the purposes of the *Act*.

The parties were given a full 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, and to which I was referred. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary and Procedural Matters

At the outset of the hearing, the parties confirmed the Landlord did not issue a notice to end tenancy for cause. Accordingly, the parties were advised that this aspect of the Application is moot and would not be considered further.

Issue to be Decided

Is the Tenant entitled to an order that the Landlord comply with the *Act*, regulations, and/or the tenancy agreement?

Background and Evidence

A copy of the tenancy agreement between the parties was submitted into evidence. The tenancy began on March 8, 2008. Currently, rent in the amount of \$798.00 per month is due on the first day of each month. The Tenant paid a security deposit in the amount of \$347.50 and a pet damage deposit of \$200.00, which the Landlord holds.

The Tenant testified she has an 11-year-old, mid-size dog living in her apartment, which replaced a smaller dog that lived with her until recently. She wishes to keep the dog as it has nowhere to go and is a source of comfort and security for her. The Tenant testified she previously had a large dog in the apartment and does not understand why the Landlord does not want her to keep this mid-size dog. She suggested the Landlord has taken this position as retaliation because of allegations of “stalking” the Tenant made against one of the Landlord’s employees.

In reply, the Landlord referred to a signed pet agreement, dated March 1, 2017, which confirms the Tenant was given permission to have a small “Chihuahua mix” in the rental unit. The agreement confirmed pets are prohibited without the Landlord’s permission. The Landlord testified the Tenant was not given permission for the new dog. In addition, the Landlord testified that large breeds such as Pit Bulls and Rottweilers are not permitted in the family-oriented building.

Analysis

Based on the documentary evidence and oral testimony provided during the hearing, and on a balance of probabilities, I find:

Section 62(3) of the *Act* states:

The director may make any order necessary to give effect to the rights, obligations and prohibitions under this Act, including an order that a landlord or tenant comply with this Act, the regulations or a tenancy agreement and an order that this Act applies.

[Reproduced as written.]

The Tenant sought an order that she be permitted to keep her 11-year-old, mid-size dog in the rental unit. However, the Tenant did not refer me to any provision in the *Act*, regulations, or the tenancy agreement upon which to base such an order. On the other hand, the Landlord referred me to a pet agreement, signed by the Tenant and dated March 1, 2017, which specifically identified the dog the Tenant was permitted to keep. The pet agreement further confirmed that pets are prohibited without the Landlord's permission. Accordingly, I find there is insufficient evidence before me to grant the relief sought. The Tenant's Application is dismissed, without leave to reapply.

Conclusion

The Tenant's 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 29, 2018

Residential Tenancy Branch