



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding URBAN PROPERTIES LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes            OLC, FFT

### Introduction

This teleconference hearing was scheduled in response to an application by the Tenant under the *Residential Tenancy Act* (the “*Act*”) for an Order for the Landlord to comply with the *Act*, regulation or tenancy agreement, and for the recovery of the filing fee paid for this application.

Two agents for the Landlord (the “Landlord”) and the Tenant were present for the duration of the teleconference hearing. Both parties confirmed that the Notice of Dispute Resolution Proceeding package along with copies of their evidence was served to the other party in accordance with the *Act*.

All parties were affirmed to be truthful in their testimony and were provided with the opportunity to present evidence, make submissions and question the other party.

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.

### Issue to be Decided

Should an Order be granted for the Landlord to comply with the *Act*, regulation or tenancy agreement?

Is the Tenant entitled to the recovery of the filing fee paid for this Application for Dispute Resolution?

### Background and Evidence

The parties were in agreement as to the details of the tenancy. The tenancy began on February 1, 2014. Currently monthly rent is \$1,756.00 and a security deposit of \$772.50 was paid at the

outset of the tenancy. The tenancy agreement was for a fixed term of one year, ending on January 31, 2015, at which time the tenancy became a periodic tenancy.

The Tenant testified that he received a letter in 2016 warning him that a dog had been seen in the rental unit. The Tenant stated that this was his girlfriend's dog that was visiting the property, not an animal that was residing in the rental unit. In January 2017, the Tenant wrote an email to the Landlord to request permission to have a pet.

The Tenant testified that he did not receive an answer to his email request, so he asked again in January 2018, at which time the Landlord told him there were no pets allowed in the building. The email exchange with the Landlord was submitted into evidence.

The Tenant submitted the tenancy agreement into evidence and noted the following term outlined in the agreement:

'No animals, birds or pets of any kind shall be kept or sheltered on the premises (and birds shall not be fed from the premises) without written permission of the Landlord. If this Agreement is for a term of six month or more, such consent shall not be arbitrarily or unreasonably withheld by the Landlord.'

(Reproduced as written)

The Tenant stated that when his fixed term tenancy went to a month-to-month agreement, the same terms of the fixed term agreement still apply. Thus, as his agreement has been for more than six months, consent to have a pet should not be “arbitrarily or unreasonable withheld” by the Landlord.

The Landlord testified that the fixed term tenancy became month-to-month in 2015, at which point the agreement was no longer for a period of six months or more. However, the Landlord stated that there are no pets allowed in the building as outlined on the tenancy agreement, and therefore permission to have a pet will not be granted to any of the residents in the building, regardless of the length of their tenancies.

The Landlord referred to a term of the tenancy agreement which states that it is a non-smoking building, with no pets allowed and no barbeques allowed. The terms regarding pets and barbeques was initialled by the Tenant on the tenancy agreement signed on January 24, 2014.

The Landlord testified that no pets are allowed in the building, so there is no room for them to be flexible with the Tenant's request or to provide permission for the tenant to have a pet.

## Analysis

Based on the evidence and testimony of both parties, and on a balance of probabilities, I find as follows:

Term 31 of the tenancy agreement submitted in evidence states that there are no pets allowed in the building. Although section 19 of the tenancy agreement states that permission to have a pet will not be unreasonably or arbitrarily withheld, I do not find that denying the Tenant permission to have a pet is unreasonable if the building has a no pets policy.

I also note that the following statement, “if this agreement is for a term of six months or more, such consent shall not be arbitrarily or unreasonable withheld by the Landlord” is a statement used often in regard to assignment and subletting of a rental unit, pursuant to Section 34(2) of the *Act*.

As clause 19 of the tenancy agreement, titled “Use of Premises” also speaks to subletting and assignment, this statement may be in reference to permission to sublet the unit. However, regardless of what the statement is in reference to, I still find that not providing written permission to have a pet in a building that has a no pets policy is neither arbitrary, nor unreasonable.

I also note that the Tenant initialled his understanding of the no pets policy in clause 31 of the tenancy agreement which was signed on January 24, 2014. As such, I find that when the Tenant entered into a tenancy agreement with the Landlord, he was informed that there are no pets allowed.

Although there was a dispute between the parties about whether the tenancy was a fixed term tenancy as a continuation from the original fixed term, or whether the tenancy was a month-to-month tenancy, I do not find this determination to be relevant to the main issue of this dispute. As no pets are allowed in the building, the term of the tenancy does not factor into whether permission to have a pet will be allowed.

As I find sufficient evidence to demonstrate that the rental building does not allow pets, and that this information was provided to the tenant at the time that the tenancy commenced, I determine that the Landlord was in compliance with the tenancy agreement when they denied the Tenant permission to have a pet.

In order to determine whether the Landlord is able to provide a tenancy agreement that does not allow pets, I refer to Section 18 of the *Act*:

**Terms respecting pets and pet damage deposits**

18 (1) A tenancy agreement may include terms or conditions doing either or both of the following:

- (a) prohibiting pets, or restricting the size, kind or number of pets a tenant may keep on the residential property;
- (b) governing a tenant's obligations in respect of keeping a pet on the residential property.

(2) If, after January 1, 2004, a landlord permits a tenant to keep a pet on the residential property, the landlord may require the tenant to pay a pet damage deposit in accordance with sections 19 [limits on amount of deposits] and 20 [landlord prohibitions respecting deposits].

(3) This section is subject to the Guide Dog and Service Dog Act.

I find that the tenancy agreement, which states that no pets are allowed in the building, was established in accordance with Section 18(1)(a) of the *Act* as outlined above, which allows for a landlord to place prohibitions or restrictions regarding pets on the residential property.

As per the above analysis, I find that the Landlord is in compliance with the *Act*, Regulation and/or tenancy agreement with their decision to not allow the Tenant to have a pet. Therefore, I dismiss the Tenant's application without leave to reapply.

As the Tenant was not successful in their claim, I decline to award the recovery of the filing fee paid for this application.

### Conclusion

The Tenant's application is dismissed in its entirety, 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: July 19, 2018

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Residential Tenancy Branch