



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, FFT

### Introduction

On August 8, 2018, the Tenants submitted an Application for Dispute Resolution requesting to cancel a 1 Month Notice to End Tenancy for Cause.

The matter was set for a conference call hearing. Both parties appeared at the hearing. The Tenants were assisted by an advocate. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence, orally and in written and documentary form, and make submissions to me.

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.

### Issues to be Decided

- Does the Landlord have cause to end the tenancy?

### Background and Evidence

Both parties testified that the tenancy commenced on April 2, 2008, and is on a month to month basis. Pad rent in the amount of \$457.82 is due to be paid by the first day of each month.

The Landlord testified that he received complaints that the Tenants had multiple unapproved pets (dogs) on the rental property.

The Landlord testified that he issued the Tenants a warning letter dated July 13, 2018, sent to the Tenants on July 13, 2018, using registered mail.

The Landlord testified that he dropped by the Tenants home on July 19, 2018, and he was confronted by the Tenant. He testified that he did not get a chance to check for the presence of the dogs.

The Landlord testified that he then issued a 1 Month Notice To End Tenancy For Cause dated July 21, 2018, to the Tenant's using registered mail. The reason for ending the tenancy within the 1 Month Notice is:

*Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written Notice to do so.*

The Landlord submitted that the tenancy agreement does not permit the Tenants to have pets.

In reply, The Tenants testified that they received the Landlord's warning letter by mail on July 19, 2018. The Tenants testified that they were caring for their son's two dogs for a two week period as they have done on previous occasions. The Tenants submitted that the Landlord gave them 48 hours to correct the problem.

The Tenants testified that they removed the dogs from the manufactured home park within 24 hours of receiving the Landlord's warning letter. The Tenants provided copies of letters from other park residents in support that the dogs were removed from the park.

The Tenants advocate submitted that the Landlord was not diligent in determining whether or not the dogs had been removed prior to issuing the 1 Month Notice.

The Tenants advocate submitted that the Landlord is retaliating against the Tenants due to previous tenancy disputes.

The Tenants' advocate submitted that the Landlord failed to provide copies of the complaints that he allegedly received from other residents regarding the pets.

In response, the Landlord testified that he did not provide the complaints due to privacy rights of the complainants.

### Analysis

The Landlord's Notice states that there was a breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written Notice to do so.

In the matter before me, the Landlord has the onus of proof to prove that the reason in the Notice is valid. Based on the evidence and testimony before me, I find that the Landlord did not establish that the dogs were still present in the home prior to issuing the 1 Month Notice To End Tenancy For Cause.

I find that the Landlord has not provided sufficient evidence to support that there was a breach of a material term of the tenancy that was not corrected within a reasonable time after written Notice to do so; therefore, I cancel the 1 Month Notice to End Tenancy for Cause, dated July 21, 2018.

I order the tenancy to continue until ended in accordance with the Act.

Section 72 of the *Act* gives me authority to order the repayment of a fee for an application for dispute resolution. As the Tenants were successful with their application, I order the Landlord to repay the \$100.00 fee that the Tenants paid to make application for dispute resolution. I authorize the Tenants to withhold \$100.00 from one (1) future pad rent payment.

### Conclusion

The Landlord provided insufficient evidence to support that there was a breach of a material term of the tenancy that was not corrected within a reasonable time after written Notice to do so.

The Tenants' application is successful. The 1 Month Notice issued by the Landlord dated July 21, 2018, is cancelled.

The tenancy will continue until ended in accordance with the Act.

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: September 25, 2018

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Residential Tenancy Branch