



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FFT

Introduction

On August 27, 2018, the Tenants submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) seeking to cancel a 1 Month Notice to End Tenancy for Cause dated August 24, 2018, and to recover the filing fee for the Application.

The Tenants and the Landlord appeared at the hearing. 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. The parties testified that they had exchanged the documentary evidence before 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 sufficient cause to end the tenancy?

Background and Evidence

Both parties testified that the tenancy commenced on August 1, 2000, and is on a month to month basis. Rent in the amount of \$1,080.00 is due by the first day of each month. The Landlord provided a copy of the tenancy agreement.

The Landlord served the Tenants with a 1 Month Notice To End Tenancy For Cause dated August 24, 2018, (“the 1 Month Notice”).

Within the 1 Month Notice, the Landlord selected the following reasons for ending the tenancy:

- Tenant or a person permitted on the property by the Tenant has:

- Significantly interfered with or unreasonably disturbed another occupant or the Landlord
- Seriously jeopardized the health or safety or lawful right of another occupant or the Landlord
- Put the Landlord's property at significant risk
- Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written Notice to do so

The Notice provides information for Tenants who receive the Notice. The Notice states that a Tenant has the right to dispute the Notice within 10 days after receiving it by filing an Application for Dispute Resolution at the Residential Tenancy Branch.

The Tenant disputed the 1 Month Notice within the required time period.

The Landlord testified the Tenants are in breach of a term within the tenancy agreement that no pets are allowed. The Landlord provided a copy of the tenancy agreement that contains the term "NO PETS ALLOWED" in large bold font.

The Landlord testified that during a walk through inspection of the unit in January 2018, the Tenants informed her that there were dogs living on the rental property. The Landlord testified that she verbally informed the Tenants that the dogs could not remain on the property.

The Landlord testified that she served the Tenants a breach letter dated July 5, 2018, asking the Tenants to remove the pets, and gave them three weeks to comply. The Landlord provided a copy of the July 5 breach letter.

The Landlord followed up on the issue by sending the Tenants an email dated August 8, 2018, to check if they had complied with removing the animals.

The Landlord testified that the Tenants did not comply by removing the dogs, so she served the 1 Month Notice.

The Landlord testified that there was no verbal agreement reached where she agreed that the Tenants could keep the dogs on the property. She testified that she waited six months before taking further action because she hoped that the Tenants would rectify the situation.

In response, the Tenant testified that they brought three dogs onto the property since April 2017. She testified that her son had a crisis and they packed him up and moved him and the dogs onto the rental property.

The Tenant testified that the dogs live in the garage and not in the house. She testified that she showed the Landlord that the house is in great shape.

The Tenant testified that she was not familiar with the tenancy agreement prohibiting pets. She testified that she showed the Landlord the dogs in January 2018, and the Landlord did not like the idea.

The Tenant acknowledged that she received the Landlord's breach letter dated July 5, 2018. She testified that she believed they had reached a verbal agreement that she could keep the dogs as long as there were no issues.

The Tenant testified that she cannot "throw out" her son and the dogs.

The Landlord testified that if she is successful with her request to end the tenancy and for an order of possession, she is willing to give the Tenants an extra month to vacate the rental property.

Analysis

In the matter before me, the Landlord has the onus of proof to prove that the reason in the 1 Month Notice is valid. Based on the evidence and testimony before me, I make the following findings:

I find that the tenancy agreement contains a term of no pets allowed. The Tenants are required to comply with that term of the contract.

I find that the Tenants did not seek prior approval from the Landlord before allowing the three dogs to live on the rental property.

I find that the Tenants received the Landlord's breach letter dated July 5, 2018. If the Tenants believed there was a verbal agreement that the dogs could stay conditionally, I find that the breach letter notified them that the Landlord considered that they were in breach of the no pets allowed term of the tenancy agreement.

I find that the Tenants took no action to comply with the tenancy agreement by removing the dogs. The Landlord served the 1 Month Notice approximately 6 weeks after informing the Tenants of the breach. I find that the Tenants had a reasonable amount of time to correct the breach and failed to do so. I find that the Tenants did not have a legal right to breach the no pets allowed term of the tenancy agreement.

I find that the Tenants breached a material term of the tenancy agreement that was not corrected within a reasonable time.

The Tenants application to cancel the 1 Month Notice To End Tenancy For Cause dated August 24, 2018, is dismissed. The tenancy is ending.

Under section 55 of the Act, when a Tenants application to cancel a notice to end tenancy is dismissed and I am satisfied that the notice to end tenancy complies with the requirements under section 52 regarding form and content, I must grant the Landlord an order of possession.

I find that the 1 Month Notice complies with the requirements of form and content. The Landlord is entitled to an order of possession of the rental unit.

The Landlord is granted an order of possession effective no later than 1:00 pm on November 30, 2018, after service on the Tenants. This order may be filed in the Supreme Court and enforced as an order of that Court.

Conclusion

I find that the Landlord has provided sufficient evidence to establish that the Tenants breached a material term of the tenancy that was not corrected within a reasonable time.

The Tenant's application to cancel the 1 Month Notice To End Tenancy For Cause dated August 24, 2018, is dismissed.

The Landlord is granted an order of possession effective no later than 1:00 pm on November 30, 2018, after service on the Tenants. This order may be filed in the Supreme Court and enforced as an order of that Court.

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: October 17, 2018

Residential Tenancy Branch