



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute codes      CNC

### Introduction

This hearing was convened in response to an application filed by the tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

- cancellation of the landlord’s One Month Notice to End Tenancy for Cause (the One Month Notice) pursuant to section 47.

The hearing was conducted by conference call. All named parties attended the hearing. No issues were raised with respect to the service of the application and respective evidence submissions.

### Issues

Should the landlord’s One Month Notice be cancelled? If not, is the landlord entitled to an order of possession for cause?

### Background and Evidence

The tenancy for this strata apartment unit began on December 1, 2015.

The landlord issued the One Month Notice to the tenant on May 23, 2019. The tenant filed an application to dispute the Notice within the applicable time period under the Act.

The One Month Notice was issued on the grounds that the tenant breached a material term of the tenancy agreement.

The landlord submits that the tenant breached clause #17 and #46 of the tenancy agreement by having a pet in the rental unit without permission and by not obtaining and maintaining third party liability insurance. The landlord submits the tenant signed the tenancy agreement and addendum on November 24, 2015 which both clearly outline the above terms. The landlord submitted copies of warning letters issued to the

tenant dated October 4, 2018, November 5, 2018, January 4, 2019 and May 6, 2019 by which the tenant was notified of the breach and provided an opportunity to correct the breach. The landlord also provided a revised Form K completed by the tenant on January 30, 2019 in which the tenant indicates he has a cat.

The tenant testified that he does not have a cat in the unit and was only considering getting one which is why he put it on the form. He later informed the landlord that he was not in breach as he did not have any pets. In regards to the insurance requirement, the tenant argues that his contents are not worth the cost of the insurance. The tenant testified that he has never had insurance and that he was not advised of the requirement at the time of signing the lease.

The landlord replied that there was a recent change in the assigned property manager at which time all files were reviewed. It was during this review that they learned the tenant had not obtained insurance. This is why the first letter to the tenant was not issued until October 2018, almost three years into the tenancy. The landlord explained that the insurance is a mandatory requirement for liability reasons and not solely for insuring the tenant's contents.

### Analysis

Section 47 of the Act contains provisions by which a landlord may end a tenancy for cause by giving notice to end tenancy. Pursuant to section 47(4) of the Act, a tenant may dispute a One Month Notice by making an application for dispute resolution within ten days after the date the tenant received the notice. If the tenant makes such an application, the onus shifts to the landlord to justify, on a balance of probabilities, the reasons set out in the One Month Notice.

The landlord provided insufficient evidence that the tenant actually has a cat in the unit; therefore, I find the tenant is not in breach of the no pet clause of the agreement.

However, I find the tenancy agreement and addendum both stipulate the requirement for the tenant to obtain and maintain third party liability insurance. I do not accept the tenant's argument that he was not advised of this requirement at the time of signing the lease. The lease addendum only contains a total of eight provisions, of which #2 and #3 are in respect to the requirement for tenant to obtain and maintain insurance. The tenant signed the tenancy agreement and the addendum. I find the landlord took reasonable steps to notify the tenant of the breach as soon as the landlord became aware of it themselves. I find the landlord also provided the tenant with more than ample opportunity to correct the breach prior to issuing the One Month Notice. The

tenant failed to obtain the required insurance and as such is in material breach of the tenancy agreement.

I find that the landlord has provided sufficient evidence to justify that it had cause to issue the One Month Notice. The tenant's application to cancel the One Month Notice is dismissed and the landlord is entitled to an Order of Possession pursuant to section 55 of the Act.

### Conclusion

I grant an Order of Possession to the landlord effective **two days after service of this Order** on the tenant. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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 24, 2019

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Residential Tenancy Branch