



# Dispute Resolution Services

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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

This tenancy for this apartment unit began over 10 years ago in 2008. The current landlord took ownership of the rental property in 2009. The lease agreement in place is the same as entered into with the original owner. Clause #10 of the lease prohibits pets in or around the rental premises.

The landlord issued the One Month Notice to the tenant on May 27, 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 #10 of the tenancy agreement by having a pet in the rental unit without first obtaining the permission of the landlord. The

landlord testified that the rental building is now pet friendly; however, there are strict guidelines with respect to the breed and weight of the pet. The landlord testified that the tenant brought a dog into the rental unit without first obtaining the landlords permission, completing the required pet agreement or paying any pet deposit. Additionally the tenant's dog is a Husky which is one of the prohibited breeds.

The landlord submitted copies of warning letters issued to the tenant dated August 11, 2018, March 22, 2019 and a final warning letter dated May 8, 2019 by which the tenant was notified of the breach and provided an opportunity to correct the breach. The landlord testified that there was a change in the building manager in September 2018 and the first warning letter on file was issued by the previous manager. The landlord submits that the tenant obtained the dog approximately one year ago and the first warning letter was issued at that time as soon as the landlord learned of the breach.

The tenant testified that she is willing to complete the pet agreement and pay the pet deposit required by the landlord. The tenant testified that after learning the tenant had obtained a pet, the previous manager approved the pet. The tenant's son also testified that the previous building manager agreed the tenant could keep the pet and provided a pet agreement for them to fill out. The tenant's son submits that the form was not completed as there was subsequently a change in the building manager. The tenant's son testified that the current building manager also verbally approved the pet. They have been waiting for a pet agreement but didn't receive one. The tenant's son also argues that there are several large dogs in the complex.

The landlord replied that he is not aware of the previous building manager providing authorization to the tenant to keep the dog. The landlord also testified that he is not aware if the previous manager provided the tenant with a pet agreement form but can only assume he did since the tenant submitted a blank form with her evidence. The landlord denies that he himself ever provided approval for the pet. The landlord testified that there is one other larger prohibited dog in the building that he is aware of and that was the result of a mistake by a previous building manager. The landlord submits the previous manager may mistakenly have provided a blank pet agreement form to the tenant but in either event the form is blank and was never signed or executed. The landlord submits that the pet agreement form also clearly includes breed and weight restrictions.

### 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.

I find that clause#10 of the tenancy agreement clearly stipulates that pets are not permitted in the rental unit. The tenant did not dispute this clause was in place or that they were not aware of such. The tenant did not dispute bringing a pet into the unit without first obtaining the landlord's permission.

I find the tenant has submitted insufficient evidence that the previous manager or current manager authorized the pet. The first warning letter on file supports the landlord's argument that the pet was not authorized. Even if the tenant was provided a blank pet agreement form, this does not form a valid agreement as it was never completed or signed by any of the parties. It is likely that the previous manager did not know whether or not the pet was a type that was restricted prior to providing the blank agreement. The tenant has submitted insufficient evidence that this pet policy is not strictly enforced by the landlord and that there are other larger dogs permitted in the building.

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 by removing the pet prior to issuing the One Month Notice. The tenant has failed to correct the breach 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 25, 2019

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Residential Tenancy Branch