



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC FFT

### Introduction

This hearing that dealt an Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (the Act) to cancel the One Month Notice to End Tenancy for Cause dated November 10, 2019 (1 Month Notice) and to recover the cost of the filing fee.

The tenants and the landlords attended the teleconference hearing and were affirmed. The parties confirmed that they had exchanged their documentary evidence and were given the opportunity to ask questions. Neither party indicated that they had witnesses to present at the start of the hearing. Words utilizing the singular shall also include the plural and vice versa where the context requires.

As both parties confirmed that they had received and reviewed evidence from the other party prior to the hearing, I find that both parties were sufficiently served under the Act.

### Preliminary and Procedural Matter

The parties confirmed their email address at the outset of the hearing and stated that they understood that the decision would be emailed to both parties. The parties were also advised that any applicable orders would be emailed to the appropriate party for service on the other party.

### Issues to be Decided

1. Are the tenants entitled to cancellation of the 1 Month Notice?
2. If yes, are the tenants entitled to the filing fee under the Act?
3. If no, are the landlords entitled to an Order of Possession?

### Background and Evidence

A copy of the tenancy agreement was submitted in evidence. The tenancy began in 2016 and several leases were signed by the parties with the most recent lease starting November 1, 2019.

The parties provided the 1 Month Notice, which was amended by the landlords by adding a date of November 10, 2019. There is no dispute that the tenants received the 1 Month Notice on November 9, 2019 and the revised and dated version the next day on November 10, 2019. The tenants disputed the 1 Month Notice on November 9, 2019. The effective vacancy date is listed as December 11, 2019.

The 3 causes listed on the 1 Month Notice are:

1. Tenant or a person permitted on the property by the tenant has caused extraordinary damage to the unit/site or property/park.
2. Tenant has not done required repairs to the unit/site.
3. Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

The "Details of Cause" section listed on the 1 Month Notice states as follows:

Tenant was notified to obtain quotes and repair damage to the carpet and screens by tenants cat. Tenant did not provide quotes after repeated requests. Tenant refuses to acknowledge damage to carpet and screen door. Tenant also repeatedly refused to communicate effectively in regards to this ongoing issue. Letters dated from landlord August 31<sup>st</sup>, October 18, November 1<sup>st</sup>. Lease was renewed October 1<sup>st</sup> in good faith as we were verbally assured matter would be resolved.

The photographic and video evidence shows damage consistent with cat damage to the carpet in the rental unit in multiple places, in addition to damaged screen door(s) of the rental unit. The tenants did not deny that their cat has caused the damage during the hearing and instead, stated that they received permission via text to repair the damages later in the tenancy. The text referred to by the tenants in dated September 19, 2019; however, a letter dated November 1, 2019 was submitted in evidence which reiterates an August 31, 2019 letter from the landlords to the tenants, which provided a 30-day deadline from August 31, 2019 to do the required repairs, which the tenants did not do.

The tenants were then given an extension in the November 1, 2019 letter until November 8, 2019, and despite the extension no repairs have been completed to the carpets or screen door(s) by the tenants. Although the landlords and tenants also provided evidence regarding the other two causes, I have not listed that evidence as I will deal with the second cause listed first below.

### Analysis

Based on the documentary evidence and the oral testimony provided during the hearing, and on the balance of probabilities, I find the following.

When a landlord issues a notice under Section 47 of the Act they bear the responsibility in providing sufficient evidence to support the issuance of that notice. I have considered the testimony, documentary evidence and digital evidence, and I am satisfied that the landlords have provided sufficient evidence to support that the tenants were made aware of damages made by their cat, and have failed to have those repairs completed as required by the landlords. Although one of the landlords initially provided approval to delay the repairs, I find that the approval was not until the end of tenancy as claimed by the tenants, and that payment by the tenants for the damage was part of that proposal. Therefore, I find the landlord has provided sufficient evidence that required all repairs to be completed by November 8, 2019 and the tenants failed to do any of the required repairs, which resulted in the 1 Month Notice.

The Act does not permit tenants to ignore repair requests by the landlords. Therefore, I find the 1 Month Notice is valid based on the tenants failing to do the required repairs to the rental unit. As a result, I dismiss the tenants' application without leave to reapply.

I find the tenancy ends on the corrected effective date, which automatically corrects under section 53 of the Act to **December 31, 2019 at 1:00 p.m.** Pursuant to section 55 of the Act, I have reviewed the 1 Month Notice and find that it complies with section 52 of the Act and therefore, I grant the landlords an order of possession effective **December 31, 2019 at 1:00 p.m.**

As the tenants' application fails, I do not grant the filing fee.

The tenants have ignored the landlords' request for repairs due to cat damage and the tenancy is ending based on the 1 Month Notice accordingly.

Conclusion

The tenants' application is dismissed without leave to reapply.

The tenancy ends on December 31, 2019 at 1:00 p.m. The landlords are granted an order of possession effective December 31, 2019 at 1:00 p.m., which must be served on the tenants. Should the landlords require enforcement of the order of possession, the landlords may apply in the Supreme Court.

This decision will be emailed to both parties. The order of possession will be send by email to the landlords only for service on the tenants.

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: December 20, 2019

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Residential Tenancy Branch