



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ROCKWALL MANAGEMENT  
INC. and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the Act) for:

- cancellation of the One Month Notice to End Tenancy for Cause (the "One Month Notice"), pursuant to section 47.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. The landlord confirmed that they received the tenant's documentary evidence for this hearing. The landlord did not submit any documentation for this hearing.

### Issue(s) to be Decided

Should the landlord's 1 Month Notice be cancelled? If not, is the landlord entitled to an Order of Possession?

### Background and Evidence

The landlord gave the following testimony. TR testified that the tenancy began on June 1, 2007 with the current monthly rent of \$1084.00 due on the first of each month. TR testified that his manager, CL observed the tenants dogs urinating in the unit. TR testified that he is concerned that the acidity of the urine will break down the carpet fibres and seep into the foamcrete floor requiring thousands of dollars to remediate. TR testified that a letter was given to the tenant asking to remove the dogs within two weeks but when that didn't happen the landlord issued a second letter asking that the

dogs be removed within 48 hours. TR testified that on January 20, 2020 a One Month Notice to End Tenancy for Cause was issued for the following reason:

- *the tenant or a person permitted on the residential property by the tenant has caused extraordinary damage to a rental unit or residential property;*

The landlord requests an order of possession.

The tenant gave the following testimony. PM testified that she adamantly disputes the landlord's allegations. PM testified that her unit is extremely clean and that her carpets are cleaned every six months. PM testified that on January 10, 2020 the landlord issued a notice demanding that her dogs be removed within two weeks, but six days later she was served a second letter demanding that the dogs need to be removed within 48 hours. The tenant testified that she is entitled to have pets and that her unit has not suffered any damage from them. The tenant testified that she wants the notice to end tenancy cancelled but she will start looking for a place to move to as she no longer wishes to deal with the stress of these landlords.

### Analysis

When a landlord issues a notice to end tenancy for cause, they bear the responsibility in providing sufficient evidence to support the issuance of the notice. In the matter before me, the landlord was relying on the tenant's documentation to support his position. The landlord issued a notice on January 10, 2020 giving the tenants 14 days to remove the dogs but contradicted that original letter by sending another letter six days later, then the notice to end tenancy 10 days later.

The landlord has not provided sufficient evidence to reflect the damage as alleged and the condition of the unit as alleged. Alternatively, the tenant has provided cleaning bills, witness statements and photos to refute the landlord's testimony. Based on the above and on a balance of probabilities, I find that the landlord has not provided sufficient evidence to show that this tenancy must end, accordingly; I hereby set aside the One Month Notice to End Tenancy for Cause dated January 20, 2020; it is of no effect or force.

Conclusion

The notice is cancelled. The tenancy continues.

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: February 27, 2020

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Residential Tenancy Branch