



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC, LRE, RP, FF

### Introduction

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

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47;
- an order to the landlord to make repairs to the rental unit pursuant to section 32;
- an order to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70;
- authorization to recover his filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing via conference call and provided affirmed testimony. Both parties confirmed the tenants served the landlord with the notice of hearing package and the submitted documentary evidence via regular mail on July 3, 2020. Both parties also confirmed the landlord served the tenant with their submitted documentary evidence in person. The landlords stated that the date was July 16, 2020 and the tenants stated that the date was July 17, 2020. Neither party raised any other service issues. I accept the evidence of both parties and find that both parties have been sufficiently served as per sections 88 and 89 of the Act.

At the outset, the tenants' application was clarified. The tenants stated that the request for repairs was related to damages noted by the landlords and that the tenants seek a finding for them to resolve a possible dispute regarding the security deposit. The tenants also stated that the request to suspend set conditions on the landlords to enter was in regards to a notice of entry issued after the tenants were issued the 1 month notice. Despite the tenants' request for an order for repairs and an order to suspend or set conditions on the landlord's right to enter, I find based upon the details provided by

the tenants during the hearing that these issues were unrelated to the 1 month notice dated June 29, 2020. As such, these portions of the tenants' claims are dismissed with leave to reapply as per Rule 2.3 of the Rules of Procedure.

### Issue(s) to be Decided

Are the tenants entitled to an order cancelling the 1 month notice?

Are the tenants entitled to recovery of the filing fee?

### Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This tenancy began on September 26, 2019 on a fixed term tenancy ending on May 31, 2019 as per the submitted copy of the signed tenancy agreement dated September 26, 2019. The monthly rent is \$1,300.00 payable on the 1<sup>st</sup> day of each month. A security deposit of \$650.00 and a pet damage deposit of \$650.00 were paid.

Both parties confirmed that the landlords served the tenants with the 1 Month Notice dated June 29, 2020 in person on June 29, 2020. The 1 Month Notice sets out an effective end of tenancy date of July 31, 2020 and that it was being given as:

- 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 are:

*On the rental application, it was indicted that the tenants had 2 dogs. These were accepted as part of tenancy. It was also indicated on the attached pet agreement, with a description of each of the 2 dogs. However, it had come to the attention of the property manager and owner that the occupants had an additional 2 cats that had been inhabiting the property for an unspecified time. Cats are prohibited, and under normal circumstances only one pet is permitted, but an exception was made. We had requested that the cats be removed from the property by the end of APRIL following the caution notice issued March 18, 2020.*  
[reproduced as written]

The tenants argued that the landlord issued a notice to end tenancy due to a “breach of the material term of the tenancy agreement.” The tenants argued that they received only 1 “caution notice” instead of the required 2.

During the hearing the issue of 2 “Caution “Notice(s) was address. Both parties were notified that there is no requirement for the landlord to issue more than 1 written notice. It was clarified that the tenants believed based upon the first “Caution Notice” by the landlord that a total of two “Caution Notice(s)” were to be issued prior to the landlord issuing a 1 month notice to end tenancy.

The landlord referenced a signed and completed “Pet Agreement” dated September 26, 2019 which states in part,

- 1. It is hereby agreed that the tenant may have the following described pet and no others in the tenant’s rental unit, subject to the terms and conditions within this Agreement and in accordance with clause 18 of the tenancy agreement. Should the tenant no longer own this pet, this Agreement automatically ends. No other pets are permitted in the tenant’s rental unit at any time, whether owned by the tenant or a guest of the tenant.*

The tenants confirmed the “Pet Agreement” but argued that only 1 out of the 3 named tenants of the signed tenancy agreement had signed it. The tenants provided affirmed testimony that they did have 2 cats when they received the “caution notice”, but that the landlord did not provide proof that they had 2 cats at that time after a condition inspection. The tenants confirmed that subsequent to the “caution notice” no action was taken to resolve the issue of removing the cats. The tenants confirmed that as of the date of this hearing they still have 2 cats in the rental unit.

### Analysis

In an application to cancel a 1 Month Notice, the landlord has the onus of proving on a balance of probabilities that at least one of the reasons set out in the notice is met.

I accept the undisputed affirmed evidence of both parties that the landlords served the tenants with the 1 month notice dated June 29, 2020. Both parties confirmed their understanding that the details of cause for the notice were that the tenants were served a “caution notice” to remove the 2 cats or that they could be served with a notice to end tenancy. Despite the tenants arguing that the landlords did not present any evidence of the existence of cats, the tenants provided undisputed affirmed testimony that they did

have 2 cats when the “caution notice” dated March 18, 2020 was issued to the tenants on March 20, 2020. The tenants also provided undisputed affirmed testimony that no action was taken to remove the cats and that the cats still are present as of the date of this hearing. On this basis, I find that the landlords’ reason for cause have been established. The tenants had 2 cats in excess of the agreed upon 2 dogs as per the signed pet agreement dated September 26, 2019. I find that this pet agreement to be valid despite only having 1 out of the 3 named tenants from the signed tenancy agreement dated September 26, 2019. As such, the tenants’ application to cancel the 1 month notice is dismissed.

As the 1 month notice dated June 29, 2020 is valid, I find pursuant to section 55 of the Act the landlord is entitled to an order of possession for the effective end of tenancy date of July 31, 2020.

### Conclusion

The landlords are granted an order of possession.

This order must be served upon the tenants. Should the tenants fail to comply with this order, the order may be filed in the Supreme Court of British Columbia 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: July 27, 2020

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Residential Tenancy Branch