



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BENCK RENOVATIONS LTD 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 each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The parties confirmed that they had exchanged their documentary evidence.

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. The landlord testified that the tenancy began on October 1, 2018 with the monthly rent of \$975.00 payable on the first of the month. The landlord testified that a One Month Notice to End Tenancy for Cause was issued on September 21, 2020 for the following reason:

Landlord's notice: cause

47 (1) *A landlord may end a tenancy by giving notice to end the tenancy if one or more of the following applies:*

(a) the tenant does not pay the security deposit or pet damage deposit within 30 days of the date it is required to be paid under the tenancy agreement;

(h) the tenant

- (i) has failed to comply with a material term, and*
- (ii) has not corrected the situation within a reasonable time after the landlord gives written notice to do so;*

The landlord testified that the tenant had obtained a pet without written permission from the landlord in May 2019. In May 2019 the landlord offered the tenant an opportunity to keep the pet provided that she pay a pet deposit, which she did not. In December 2019 the tenant acquired a second pet without permission or paying a pet deposit again.

The landlord testified that they were unable to end the tenancy during COVID 19. The landlord testified that in April 2020 they became aware that the tenant had again obtained another cat and that as soon as the eviction ban was lifted, they sought action. The landlord testified that the tenant failed to obtain permission for a pet and never paid a deposit even though the landlord was attempting to be flexible. The landlord seeks an order of possession and to have the tenancy end. The tenant gave the following testimony. The tenant testified that a previous manager gave her verbal permission to have a pet. The tenant testified that she only has one cat at this time and that the kittens were re-homed earlier than they should have been. The tenant testified that she is attempting to find a home for the cat and would like to continue her tenancy.

Analysis

When a landlord issues a notice under section 47 of the Act, they bear the responsibility to provide sufficient evidence to support the issuance of the notice. The landlord provided documentation to show that there was a no pet policy as part of the tenancy and is reflected on the tenancy agreement. In addition, to address and to clarify any misunderstandings the tenant may have had, the landlord had the tenant acknowledge and sign a document on January 5, 2020 agreeing that there was a no pet policy in place and that the tenant agreed not to get any pets.

The tenant did not dispute the fact that she currently has a cat since at least April 2020 and that the cat has had kittens. I find that the tenant has willfully and flagrantly disregarded the no pet policy and as a result, has breached a material term of the tenancy. Based on the above, I am satisfied that the landlord has provided sufficient evidence to show that this tenancy must end. The One Month Notice to End Tenancy for Cause dated September 21, 2020 with an effective date of October 31, 2020 is confirmed, it is of full effect and force. The tenancy is terminated.

Section 55 of the *Act* reads in part as follows:

55 (1) *If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant to the landlord an order of possession of the rental unit if*

(a) the landlord's notice to end tenancy complies with section 52 [form and content of notice to end tenancy], and

(b) the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.

I find that the landlord's 1 Month Notice was issued on the correct form and included all of the required information in order to comply with section 52 of the *Act* as to the form and content of that Notice. I dismiss the tenant's application to cancel the 1 Month Notice and issue the landlord an Order of Possession in accordance with section 55 of the *Act*.

Conclusion

The landlord is granted an order of possession. The tenancy is terminated. The tenant's application is dismissed in its entirety.

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: November 23, 2020

Residential Tenancy Branch