



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      For the tenant: CNC, CNQ-MT  
For the landlord: OPC, FFL

### Introduction

This hearing dealt with a cross application. The tenant's application pursuant to the Residential Tenancy Act (the Act) is for:

- cancellation of the One Month Notice to End Tenancy for Cause (the One Month Notice), pursuant to section 47;
- cancellation of the Two Month Notice - Tenant does not Qualify for Subsidized Rental Unit (the Two Month Notice), pursuant to section 49; and
- an extension of the timeline for disputing the Two Month Notice, under section 66.

The landlord's application pursuant to the Act is for:

- an order of possession under the One Month Notice, pursuant to sections 47 and 55; and
- an authorization to recover the filing fee for this application, under section 72.

I left the teleconference connection open until 11:12 A.M. to enable the tenant to call into this teleconference hearing scheduled for 11:00 A.M. The tenant did not attend the hearing. The landlord, represented by LA (the landlord), attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the landlord and I were the only ones who had called into this teleconference.

I accept the landlord's testimony that the tenant was served with the application and evidence (the materials) by registered mail on November 26, 2020, in accordance with section 89(2)(b) of the Act (the tracking number is recorded on the cover of this decision).

Section 90 of the Act provides that a document served in accordance with Section 89 of the Act is deemed to be received if given or served by mail, on the 5th day after it is mailed. Given the evidence of registered mail the tenant is deemed to have received the materials on December 01, 2020, in accordance with section 90 (a) of the Act.

Rule of Procedure 7.3 allows a hearing to continue in the absence of the respondent.

Preliminary Issue – Tenant's application dismissed

Rules 7.1 and 7.3 of the Rules of Procedure provide as follows:

**Rule 7 – During the hearing**

**7.1 Commencement of the dispute resolution hearing**

The dispute resolution hearing will commence at the scheduled time unless otherwise set by the arbitrator.

**7.3 Consequences of not attending the hearing**

If a party or their agent fails to attend the hearing, the arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the application, with or without leave to re-apply.

Accordingly, in the absence of any attendance at this hearing by the applicant I order the tenant's application dismissed without leave to reapply.

Issues to be Decided

Is the landlord entitled to:

1. an Order of Possession based on the One Month Notice?
2. an authorization to recover the filing fee?

Background and Evidence

While I have turned my mind to all the evidence provided by the attending party, including documentary evidence and the testimony, not all details of the submission and arguments are reproduced here. I explained Rule of Procedure 7.4 to the attending party; it is her obligation to present the evidence to substantiate her claim.

The landlord affirmed the tenancy started on September 13, 2019. Monthly rent is \$599.00, due on the first day of the month. A copy of the tenancy agreement was submitted into evidence. The tenant continues to reside at the rental unit. The only tenant is MW.

The tenancy agreement states:

22. Pets

- (a) Any term in this tenancy agreement that prohibits, or restricts the size of, a pet or that governs the tenant's obligations regarding the keeping of a pet on the residential property is subject to the Guide Do and Service Dog Act.
- (b) The tenant may keep pets in the rental unit and on the residential property only in accordance with the pet ownership rules included in the rules and regulations delivered with this tenancy agreement, as may be amended from time to time.

The addendum named 'Pet Ownership Rules', signed by the tenant on September 13, 2019, states:

1. All tenants who keep a Pet must comply with these rules and no tenant may keep an animal in the rental unit or on the residential property except as specifically permitted by these rules.

[...]

#### REGISTRATION OF PETS

8. Prior to keeping a cat or dog, a tenant must apply to [landlord] for registration.

This application must be on the form provided by [landlord] and must include:

- a) a description sufficient to identify the cat or dog;
- b) the name, address and telephone number of a person who will care for the cat or dog whenever the tenant is unable to do so;
- c) proof that the cat or dog has been spayed or neutered; and
- d) a photo of the cat or dog.

[landlord] may refuse an application to register a cat or a dog if

- a) keeping the cat or dog will pose a serious threat to the health or safety of other tenants or [landlord] staff; or
- b) the tenant fails to provide all information required by these rules

A copy of the One Month Notice was provided. The reason to end the tenancy is: "Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so." The One Month Notice is dated October 27, 2020 and was attached to the rental unit's door on October 27, 2020 at 12:40 P.M.

The details of the cause are: "After multiple attempts to register the pet as per the Tenancy Agreement tenant still has not done so."

The landlord affirmed the tenant has a pet in the rental unit. The landlord sent warning letters to the tenant on December 09, 2019, January 09, September 14 and October 16, 2020 asking the tenant to register the pet and provide all the required documents. All the letters were submitted into evidence. The October 16, 2020 letter states:

Registration of your dog is a condition of the Pet Ownership Rules. **Failure to register your pet by October 26, 2020 or to advise in writing that the animal no longer resides at your premises, will place you in breach of your Tenancy Agreement and you will receive a Notice to End Tenancy.**

**(emphasis in the original)**

The landlord stated the tenant did not register the pet and did not reply to the multiple requests sent by the landlord regarding the pet registration.

### Analysis

Based on the undisputed landlord's testimony, I deem the tenant was served the Notice on October 30, 2020, three days after the landlord attached it to the tenant's rental unit door, in accordance with sections 88 (g) and 90 (c) of the Act.

Section 47 of the Act allows a landlord to end a tenancy for cause:

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

[...]

(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;

Based on the landlord's undisputed testimony, I find the tenant failed to register her pet with the landlord and has not corrected the situation after receiving four written requests. The October 16, 2020 letter states the tenant has breached the tenancy agreement, provides a reasonable deadline to correct it and warns the tenant that she may be served a notice to end tenancy.

Policy Guideline 8 states to end a tenancy agreement for breach of a material term the party alleging a breach – whether landlord or tenant – must inform the other party in writing:

1. that there is a problem;
2. that they believe the problem is a breach of a material term of the tenancy agreement;
3. that the problem must be fixed by a deadline included in the letter, and that the deadline be reasonable; and
4. that if the problem is not fixed by the deadline, the party will end the tenancy.

The landlord's warning letter does not explicitly address point 2; however, the landlord repeatedly warned the tenant and advised the tenant that if she did not register her pet she may be served with a notice to end tenancy. I find the tenant was sufficiently notified that if she did not register her pet, the landlord would move to evict her and therefore the tenant was sufficiently notified that the failure to register the pet was a breach of a material term of the tenancy. The landlord is entitled to end this tenancy, pursuant to section 47(h) of the Act.

I find the form and content of the Notice is valid pursuant to section 52 of the Act, as the One Month Notice is signed and dated by the landlord, gives the address of the rental unit, states the effective date of the Notice, states the grounds for ending the tenancy and is in the approved form.

As the tenant is occupying the rental unit and the effective date of the Notice is November 30, 2020, I find that the landlord is entitled to an order of possession effective two days after service, pursuant to section 55(2)(b) of the Act.

I warn the tenant that she may be liable for any costs the landlord incurs to enforce the order of possession.

As the landlord was successful in her application, I find the landlord is entitled to recover the \$100.00 filing fee.

#### Conclusion

I dismiss the tenant's application without leave to reapply.

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.

Pursuant to sections 67 and 72 of the Act, I grant the landlord a monetary order in the amount of \$100.00.

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 01, 2021

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Residential Tenancy Branch