



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 0971876 B.C. LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET, FFL

Introduction

This hearing convened as a result of a Landlord's Application for Dispute Resolution, filed on September 13, 2021, wherein the Landlord sought an early end to tenancy and recovery of the filing fee.

The hearing of the Landlord's Application was scheduled for 11:00 a.m. on October 15, 2021. Only the Landlord's Representatives, the Owner, A.P. and the Caretaker, E.S. called into the hearing. They gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

The Tenant did not call into this hearing, although I left the teleconference hearing connection open until 11:29 a.m. Additionally, 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's Representatives and I were the only ones who had called into this teleconference.

As the Tenant did not call in, I considered service of the Landlord's hearing package. The Landlord's Caretaker testified that he served the Tenant with the Notice of Hearing and the Application on September 24, 2021 by posting to the rental unit door. A copy of the Proof of Service was provided in evidence before me.

Pursuant to the above, and section 90 of the *Residential Tenancy Act*, documents served this way are deemed served three days later; accordingly, I find the Tenant was duly served as of September 27, 2021 and I proceeded with the hearing in their absence.

I have reviewed all oral and written evidence before me that met the requirements of the *Residential Tenancy Rules of Procedure*. However, not all details of the Landlord's submissions and or arguments are reproduced here; further, only the evidence specifically referenced by the Landlord's Representatives and relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

1. Is the Landlord entitled to an early end to tenancy?
2. Should the Landlord recover the filing fee?

Background and Evidence

This tenancy began June 1, 2021. Monthly rent is \$1,275.00 and when the tenancy began the Tenant paid a \$637.50 security deposit. The Owner stated that Tenant initially did not have a pet, but when the Caretaker discovered that he had brought a dog into the residence the Tenant paid an additional \$637.50 pet damage deposit.

The reasons giving rise to the Landlord's request to end the tenancy early relate to the Tenant's dog. The Owner testified that the Tenant's dog is extremely aggressive and has attacked the neighbour's dog three times as well as biting the neighbour. The Owner further testified that the Caretaker is also so concerned for his safety that it is impacting his ability to look after the property. The Owner stated he personally spoke to the Tenant and the Tenant assured him that he would "take care of the dog" as he appreciates this is a serious situation, but he keeps bringing the dog back to the property.

The Landlord's Caretaker, E.S., also testified. He stated that the Tenant's dog is very aggressive and from his perspective the Tenant is not able to control his dog. He stated that he witnessed the dog attack the neighbour's dog on three separate occasions which he described in detail and which he found extremely upsetting. He stated that as a result, he is very afraid of the dog as it is very aggressive. He also stated that there are a lot of children in the neighbourhood and he is very concerned the dog will attack a child as well.

The Caretaker further testified that they brought this up with the municipality and the RCMP and were informed the dog has attacked six other dogs. The Caretaker stated that the Tenant also has another dog over on occasion and when these dogs are together they get into fights which result in the Tenant having to “beat on his dog”, and “choke it out” to get it off the other dog. The Caretaker stated that to watch what the Tenant has to do to get his dog to release is frightening to watch.

The Caretaker stated that the dog often escapes from the yard and when the dog is “on the loose” he will not go outside as he is concerned for his own personal safety.

Analysis

Section 56 of the *Act* provides that a tenancy may be ended early if the Landlord provides sufficient evidence that the Tenant has

- significantly interfered with the Landlord or another occupant of the residential property;
- seriously jeopardized the health or safety or lawful right or interest of the Landlord or another occupant;
- put the Landlord’s property at significant risk;
- engaged in illegal activity that
 - has damaged or is likely to damage the Landlord’s property,
 - has adversely affected the quiet enjoyment, security, safety or physical well-being of another occupant or
 - has jeopardized a lawful right of another occupant or the Landlord; or
- caused extraordinary damage to the residential property

and it would be unreasonable or unfair to the Landlord or other occupants to wait for a notice to end tenancy for cause to take effect (emphasis added)

In this case, I accept the Landlord’s undisputed testimony that the Tenant’s aggressive dog has created a serious safety issue at the rental building. I am particularly persuaded by the caretaker, E.S.’s testimony that he is extremely fearful of the Tenant’s dog and is reluctant to attend the property as a result. It was very clear, from, E.S.’ description of the Tenant’s dog’s aggression and his personal observations of the Tenant beating his dog to have it separate his dog from others, that E.S. has been

traumatized by the Tenant's dog's aggressive behaviour. As a result, I find that Tenant has seriously jeopardized the health or safety or lawful right or interest of the Landlord, as the caretaker is afraid to attend his caretaking duties. This has also put the Landlord's property at risk as E.S. is unable at times to take care of the property.

I also accept the caretaker's testimony that he has spoken to the Tenant on numerous occasions about his dog, and that the Tenant is aware of the risk posed by his dog, yet the Tenant has not removed the dog when requested. In the circumstances, I find that it would be unreasonable for the Landlord to wait for a 1 month Notice to End Tenancy for Cause to take effect.

I therefore grant the Landlord's request for an early end to tenancy. In furtherance of this I grant the Landlord an Order of Possession effective two days after service on the Tenant. This Order must be served on the Tenant and may be enforced in the B.C. Supreme Court.

Conclusion

The Landlord's request for an early end to tenancy is granted. They are granted an Order of Possession effectively two days after service upon service on the Tenant.

The Landlord may retain \$100.00 from the Tenant's security deposit as recovery of the filing fee.

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: October 27, 2021

Residential Tenancy Branch