



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Code: CNC

Introduction

The tenant applied to dispute a One Month Notice to End Tenancy for Cause (the “Notice”) pursuant to section 47(4) of the *Residential Tenancy Act* (the “Act”).

Only the landlord attended the hearing on November 30, 2021; he was affirmed.

Issue

Is the tenant entitled to an order cancelling the Notice?

Background and Evidence

Relevant evidence, complying with the *Rules of Procedure*, was carefully considered in reaching this decision. Only relevant oral and documentary evidence needed to resolve the specific issue of this dispute, and to explain the decision, is reproduced below.

The landlord testified and confirmed that the Notice was served on July 26, 2021. He testified under oath that the information contained within the Notice was truthful and accurate, as is the documentary evidence submitted in support of the Notice.

The Notice, a copy of which was submitted into evidence, indicates on page two that the tenant significantly interfered with or unreasonably disturbed another occupant or the landlord, that the tenant put the landlord’s property at significant risk, and that the tenant breached a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

Within the “Details of Causes(s)” (*sic*) section of the Notice, the landlord states, inter alia, that “Large breed dog brought into rental without landlords consent, dog has been left alone at night disrupting neighbours and upstairs tenant.” Copies of complaints from the upstairs tenant were submitted into evidence by the landlord.

Analysis

Where a tenant applies to dispute a One Month Notice to End Tenancy for Cause, the onus is on the landlord to prove, on a balance of probabilities, the grounds on which the Notice is based. A “balance of probabilities” means that the decision-maker finds it more likely than not that the facts occurred as claimed.

Section 47(1)(d)(i) of the Act permits a landlord to issue a One Month Notice to End Tenancy for Cause when “the tenant or a person permitted on the residential property by the tenant has (i) significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property.” This is one of three grounds for which the landlord issued the Notice.

Taking into consideration the undisputed documentary evidence before me – with particular emphasis placed on the upstairs tenant’s complaints about being disturbed – and applying the law to the facts, I find on a balance of probabilities that the landlord has met the onus of proving a section 47(1)(d)(i) ground for issuing the Notice. Having found that this ground was proven I need not consider the remaining grounds. The tenant’s application to cancel the Notice is thus dismissed without leave to reapply.

Section 55(1) of the Act states that if a tenant applies to dispute a landlord’s notice to end tenancy and their Application for Dispute Resolution is dismissed, or the landlord’s notice is upheld, the landlord must be granted an order of possession if the notice complies with all of the requirements of section 52 of the Act.

Section 52 of the Act requires that any notice to end tenancy issued by a landlord must (1) be signed and dated by the landlord, (2) give the address of the rental unit, (3) state the effective date of the notice, (4) state the grounds for ending the tenancy, and (5) be in the approved form.

I find the One Month Notice to End Tenancy for Cause issued by the landlord on July 26, 2021, complies with the requirements set out in section 52.

Consequently, the landlord is granted an order of possession. A copy of this order of possession is issued in conjunction with this Decision, to the landlord. It is the landlord’s responsibility to serve a copy of this order on the tenant.

Conclusion

The application is hereby dismissed without leave to reapply.

The landlord is granted an order of possession, which must be served on the tenant.

The order of possession is effective, and must be complied with by the tenant, two (2) days from the date of service. This order may be filed in, and enforced as an order of, the Supreme Court of British Columbia.

This decision is made on delegated authority under section 9.1(1) of the Act.

Dated: November 30, 2021

Residential Tenancy Branch