



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FFL

Introduction

On October 4, 2021, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) for an early end of tenancy and an order of possession for the rental unit.

This matter was set for hearing by telephone conference call. The Landlord and Tenant attended the hearing.

The Landlord and Tenant were provided with an opportunity to ask questions about the hearing process. The Landlord and Tenant were provided with the opportunity to present affirmed oral testimony and to make submissions during the hearing.

The Tenant did not submit any documentary evidence to the Residential Tenancy Branch or the Landlord in response to the Landlord’s application. I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue

- Does the Landlord have sufficient reason/ cause to end the tenancy early?

Background

The Landlord and Tenant testified that the tenancy began on August 17, 2020 and is on a month-to-month basis. Rent in the amount of \$700.00 is due to be paid to the Landlord by the first day of each month.

The Landlord testified that the rental unit is a manufactured home, and she has three other manufactured homes on her property with each having a separate address.

The Landlord provided testimony that the Tenant owes \$9,800.00 in unpaid rent and she has issued the Tenant a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities. The Landlord stated that the 10 Day Notice was issued in February and she has not applied for dispute resolution to enforce the Notice. The Landlord testified that she has not issued a One Month Notice to End Tenancy for Cause.

The Landlord testified that the Tenant has four dogs and there have been incidents with her dogs resulting in involvement with animal control authorities. The Landlord stated that the Tenants dogs are aggressive and that she received a letter from animal control informing her that as the homeowner, she will be liable for the Tenants actions. The Landlord provided a copy of a letter dated August 20, 2021 from Animal Control Services of BC which provides that the Tenants dogs were found at large in a community park on six occasions between March 2021 and August 2021. The letter indicates the dogs were found to be aggressive by growling and snapping and that the owner was issued tickets on five of these occasions. The letter provides that the Landlord as the owner of the property is legally responsible for the conduct of the Tenant and that dogs loose in the public constitutes a significant liability concern. The letter provides that the Landlord is civilly responsible for all personal injury and property damage claims as a result of aggression from any dog emanating from the property.

The Landlord stated that in August 2021 one of the Tenant's dogs bit another occupant while on the rental property. The Landlord stated that the occupant was working on his car when the Tenant's dog bit his leg. She stated that she did not receive a complaint from the occupant who was bit, she heard about it from another occupant. The Landlord stated that she did not contact the Tenant and ask her about the incident. The Landlord stated that the Tenant's rental unit has a fenced in back yard.

The Landlord testified that the rental property is a mess with a mattress in the yard and a tent trailer in her yard.

The Landlord seeks an immediate end of tenancy and order of possession for the rental unit.

In reply, the Tenant testified that the tent trailer and garbage have been removed from the property and were only there for one month during a family crisis.

The Tenant testified that she has two chihuahua dogs and a Labrador retriever. The Tenant testified that her neighbor was helping her build a fence and approached while on a bicycle which startled her dog which bit him.

The Tenant testified that her dogs fence fight which is a behavior that happens with dogs. She stated that for some reason, her dogs have gotten out of the yard on occasion.

Analysis

Section 56 of the *Act* provides that a Landlord may make an application for dispute resolution to request an order to end a tenancy on a date that is earlier than the tenancy would end if notice to end the tenancy were given under section 47 and granting the Landlord an order of possession in respect of the rental unit. If an order is made under this section, it is unnecessary for the Landlord to give the Tenant a notice to end the tenancy.

Under section 56 of the *Act*, the director may end a tenancy and issue an order of possession only if satisfied, in the case of a Landlord's application, the Tenant or a person permitted on the residential property by the Tenant has done any of the following:

- significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;
- seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant;
- put the landlord's property at significant risk;
- engaged in illegal activity that has caused or is likely to cause damage to the landlord's property,
- has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property, or
- has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;
- caused extraordinary damage to the residential property, and,
- it would be unreasonable, or unfair to the landlord or other occupants of the residential property, to wait for a notice to end the tenancy under section 47 to take effect.

Based on the testimony and documentary evidence before me I make the following findings:

The Landlord's issues surrounding payment of rent or the Tenant keeping an untidy yard are not sufficient to justify an early end of tenancy. The Landlord has liberty to issue a notice to end tenancy for these type of issues.

With respect to the Landlord's evidence regarding the Tenant's dogs, I find that the Tenant's dogs were found at large in the community on numerous occasions and that the dogs were acting aggressively. I accept the evidence that the Landlord received a letter from animal control that includes that the Landlord as the owner of the property is legally responsible for the conduct of the Tenant and that dogs loose in the public constitutes a significant liability concern.

I have considered that the Tenant's dogs have found to be at large on six occasions over a six-month period of time. It appears to me that despite receiving five tickets from animal control, the Landlord has not been responsible with containing her dogs to her yard. I find that her inability to contain her dogs puts the general public at risk.

In addition, the Tenant acknowledged that in August 2021 her dog bit a neighbor on the residential property.

I find that the Tenant, by failing to control her dogs, has seriously jeopardized the lawful right or interest of the Landlord and that it would be unfair to the Landlord or other occupants of the residential property, to wait for a notice to end the tenancy under section 47 to be issued and take effect.

The Landlord's application for an early end of tenancy and an order of possession for the rental unit is granted. Therefore, I am ordering that the tenancy is ending.

I find that the Landlord is entitled to an order of possession, effective two (2) days after service on the Tenant pursuant to section 56 of the Act. This order may be filed in the Supreme Court and enforced as an order of that Court. The Tenant is cautioned that costs of such enforcement are recoverable from the Tenant.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I order the Tenant to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution. I authorize the Landlord to keep \$100.00 from the security deposit for the cost of the filing fee.

Conclusion

I find that the Tenant, by failing to control her dogs, has seriously jeopardized the lawful right or interest of the Landlord.

The Landlord's application for an early end of tenancy and an order of possession for the rental unit is granted. The Landlord is granted an order of possession, effective two (2) days after service on the Tenant.

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, 2021

Residential Tenancy Branch