



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, FF

### Introduction

This hearing dealt with the tenant's application for dispute resolution seeking remedy under the Residential Tenancy Act (Act) for:

- an order cancelling the One Month Notice to End Tenancy for Cause (1 Month Notice) issued by the landlord; and
- to recover the cost of the filing fee.

The tenant attended the hearing; however, the landlord did not attend or provide written evidence prior to the hearing.

As the landlord was not present, service of the tenant's Application for Dispute Resolution, evidence, and Notice of Hearing (application package) was considered.

The tenant said that she served her application package to the landlord by personal service on December 10, 2021, when he attended the residential property.

Based on this submission, I find the landlord was served notice of this hearing and the tenant's application in a manner complying with section 89(1) of the Act. The hearing proceeded in the landlord's absence.

The tenant provided affirmed testimony she was not recording the hearing.

The tenant was provided the opportunity to present her evidence orally and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (Rules). However, only the evidence relevant to the issue and findings in this matter are described in this Decision.

Words utilizing the singular shall also include the plural and vice versa where the context requires.

### Issue(s) to be Decided

Is the tenant entitled to an order cancelling the landlord's 1 Month Notice and recovery of the filing fee?

### Background and Evidence

The tenant said the tenancy began on or about February 12, 2019, monthly rent began at \$1,078, current monthly rent is \$1,196, and the tenant paid a security deposit of \$539.

The tenant submitted that the landlord served the 1 Month Notice by personal service on December 1, 2021. The move-out date listed on the 1 Month Notice was January 1, 2022. Filed in evidence was a copy of the 1 Month Notice.

The tenant filed and completed her application in dispute of the 1 Month Notice Notice on December 8, 2021.

The 1 Month Notice Notice listed as reason that the tenant or person permitted on the property by the tenant has caused extraordinary damage to the rental unit or residential property. The landlord wrote on the Notice that the tenant's dog has damaged the rental unit and chewed a hole in the centre of the living room.

The tenant said she acquired a puppy who did a small amount of damage, that the landlord was informed of the damage, and that the damage has been repaired. Filed in evidence by the tenant were photos of the interior of the rental unit.

### Analysis

In a case where a tenant has applied to cancel a Notice to end a tenancy, Rule 7.18 states the landlord has the burden of providing sufficient evidence to terminate the tenancy for the reason given on the Notice.

In this case, the 1 Month Notice was issued pursuant to section 47(1)(f) and I find that the tenant disputed the 1 Month Notice within the timeframe required under the Act.

In the absence of, or any evidence from, the landlord to support the reason listed on the notice to end tenancy, I find that it must be set aside.

I further find that the tenant provided sufficient evidence that any damage that was caused by the tenant's puppy was minor in nature and has been repaired. A tenant is entitled to repair any damage caused during the tenancy which exceeds reasonable wear and tear. In fact, it is a tenant's responsibility, and I find the tenant complied with her responsibility.

As a result of the above, I therefore **ORDER** that the 1 Month Notice dated December 1, 2021, is **cancelled**, and has no force or effect. The tenancy continues until it may otherwise legally end under the Act.

I award the tenant recovery of her filing fee of \$100 paid for the application. I **direct** the tenant to deduct the amount of \$100 from a future monthly rent payment and advise the landlord when such a deduction is being made. The landlord may not serve the tenant a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities for a rent deficiency when the tenant makes this deduction.

### Conclusion

The tenant's application seeking cancellation of the landlord's 1 Month Notice and recovery of the filing fee is granted.

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*. Pursuant to section 77 of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: March 22, 2022