



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Woodside Smart Storage
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, LRE

Introduction

The Tenant filed an Application for Dispute Resolution on January 12, 2022 to dispute the One-Month Notice to End Tenancy served by the Landlord here. They also sought to restrict or otherwise set conditions on the Landlord's right to enter the rental unit. The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the "Act") on April 11, 2022.

The Landlord attended the hearing, the Tenant did not. In the conference call hearing I explained the process and offered the Landlord the opportunity to ask questions. I provided the Landlord the opportunity to present oral testimony and make oral submissions during the hearing.

Preliminary Matter – Landlord's entry into rental unit

The Tenant did not attend to present their testimony and evidence on this portion of their Application.

The *Residential Tenancy Branch Rules of Procedure*, Rule 7.3, provides that if a party or their agent fails to attend the hearing, an arbitrator may conduct the hearing in the absence of that party or dismiss the application without leave to reapply.

Because the Tenant did not attend to present on this piece of their Application, I dismiss this piece, without leave to reapply.

Issues to be Decided

Is the Tenant entitled to an order that the Landlord cancel or withdraw the One-Month Notice?

If the Tenant is unsuccessful in seeking to cancel the One-Month Notice, is the Landlord entitled to an Order of Possession pursuant to s. 55(4) of the *Act*?

Background and Evidence

The Landlord presented the terms of the tenancy agreement. The parties signed the agreement on June 25, 2020 for the tenancy starting on June 25, 2020. The initial fixed-term of the tenancy agreement ended on July 1, 2021; after this, the agreement reverted to a month-to-month status. The monthly rent was \$1,350 per month, payable on the first of each month. The single security deposit paid by the Tenant was \$675.

The Tenant specifically provided that the Tenant did not pay a pet damage deposit. This is the Landlord's evidence to show that the agreement was explicit that there were no pets allowed. The Landlord presented that they had that discussion with the Tenant when they both signed the tenancy agreement at the start.

The Landlord noticed the Tenant with a dog approximately July 2021. They had "at least" 10 complaints from other Tenants and kept the phone records of calls to them about the Tenant's dog. Primarily the issue was the Tenant not cleaning up after their pet. The Tenant also rents a separate storage unit, and having access to that area, was using this space for walking the pet outside of the rental unit. The Landlord personally made a clean-up after the pet, as stated in the hearing, at least 20 times.

The Landlord provided evidence of their text messages to the Tenant explaining that a pet was not allowed. They submitted the dialogue from November 2021 into their evidence. The Tenant replied in those messages to state that it was supposedly a temporary arrangement whereby they were housing the pet for a family member.

The Landlord stated they were aware the Tenant still has the pet in their possession in the rental unit. According to the Landlord, the Tenant has been stating that they were getting rid of this pet since September – October last year.

The Landlord issued the One-Month Notice on January 10, 2022, serving it to the Tenant by attaching it to the door of the rental unit. The Landlord provided evidence and testimony in the hearing to show the reasons for ending the tenancy is that which is reflected in the details section on page 2 of the One-Month Notice. This involves the Tenant keeping the pet after the Landlord informed them it is not allowed.

The Tenant did not attend this hearing to challenge this evidence.

Analysis

The *Act* s. 47(1) states that a landlord may end a tenancy for any of the reasons listed therein. One of the reasons specified is that of a tenant's failure to comply with a material term of the tenancy agreement, and not correcting the situation within a reasonable time after a landlord advised them to do so.

Following this, s. 47(4) states that within 10 days of receiving a notice a tenant may dispute it by filing an Application for Dispute Resolution.

I am satisfied that when the Landlord issued the One-Month Notice they had a valid reason for doing so. The evidence presented by the Landlord in this hearing bears this out. I am satisfied the Landlord issued the One-Month Notice on January 10, 2022, and the Tenant received it attached to the door of the rental unit.

Though the Landlord indicated they signed the document on February 10, 2022 and provided this as the final end-date for this tenancy, by s. 53(2) I find the proper end-of-tenancy date allowed in these circumstances is February 28, 2022, being the earliest date allowed in s. 47(2), i.e., not earlier than one month after received, *and* the day before the day in the month on which the rent is payable. Also, I find through simple chronology that the Landlord *signed* the One-Month Notice document on January 10, 2022, being the same day they indicated it was served.

I dismiss the Tenant's Application to cancel the One-Month Notice.

Under s. 55 of the *Act*, when a tenant's application to cancel a Notice to end tenancy is dismissed and I am satisfied the One-Month Notice complies with the requirements under s. 52 regarding form and content, I must grant the landlord an order of possession.

I find that the One-Month Notice complies with the requirements of form and content; in line with this, I grant the Landlord an Order of Possession

Conclusion

As the applicant tenants did not attend to present their Application, I dismiss the Tenant's Application for a cancellation of the One-Month Notice, without leave to reapply.

I grant an Order of Possession to the landlord effective **two days after service of this Order** on the tenants. Should the tenants fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the *Act*.

Dated: April 11, 2022

Residential Tenancy Branch