



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding LMLTD Holdings Corp  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC, FFT

### Introduction and Procedural History

Pursuant to section 58 of the *Residential Tenancy Act* (the Act), I was designated to hear a residential tenancy dispute. On April 3, 2022, the tenant applied for:

- an order cancelling a One Month Notice to End Tenancy for Cause, dated March 25, 2022 (the One Month Notice); and
- to recover the filing fee.

This hearing was reconvened after being adjourned on July 22, 2022. This decision should be read in conjunction with the Interim Decision issued on July 22, 2022.

The reconvened hearing was attended by the tenant's mother (KH) and the landlord's representatives, who were affirmed and made aware of Residential Tenancy Branch Rule of Procedure 6.11 prohibiting recording dispute resolution hearings.

The landlord confirmed receipt of the Notice of Dispute Resolution Proceeding, the Interim Decision, and the tenant's evidence. The tenant confirmed receipt of the landlord's responsive evidence.

### Preliminary Matter

At the reconvened hearing on August 18, 2022, I denied the landlord's request to present a new witness IW pursuant to my authority under rules 7.17, 7.18 and 7.20 and my authority to determine when I have heard enough testimony relevant to the dispute to apply the law and make a decision.

### Issues to be Decided

- 1) Is the tenant entitled to an order cancelling the One Month Notice?
- 2) If not, is the landlord entitled to an order of possession?
- 3) Is the tenant entitled to the filing fee?

### Background and Evidence

While I have considered the documentary evidence and the testimony of the parties, not all details of their submissions and arguments are reproduced here. The relevant and important aspects of the parties' claims and my findings are set out below.

The parties agreed on the following particulars regarding the tenancy. It began April 1, 2019; rent is \$786.00, due on the first of the month; and the tenant paid a security deposit of \$350.00 and a pet damage deposit of \$350.00.

The landlord testified the One Month Notice was served on the tenant by attaching it to the door on March 25, 2022; KH confirmed it was received on the same date.

A copy of the One Month Notice was submitted as evidence. It was signed and dated by the landlord on March 25, 2022, gives the address of the rental unit, states an effective date of April 30, 2022, indicates the grounds for ending the tenancy, and is in the approved form, RTB-33.

The One Month Notice indicates the reasons for the notice are:

- The tenant or a person permitted on the property by the tenant has:
  - significantly interfered with or unreasonably disturbed another occupant or the landlord;
  - seriously jeopardized the health or safety or lawful right of another occupant or the landlord;
  - put the landlord's property at significant risk; and
- breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

The parties each gave testimony as to whether or not the tenant was permitted to get a dog; KH testified she was of the understanding the landlord had approved the tenant getting the dog, before it was brought into the unit. KH testified they have complied with the landlord's requirements related to the dog. The landlord testified the tenant has not

followed through with all of the requirements of having the dog in the unit; KH testified she assists the tenant, and was not informed of any additional requirements.

The building manager testified that when she encountered the tenant and his dog in the stairwell, the dog lunged at her and tried to bite her arm. An October 26, 2021 email regarding the incident is submitted as evidence.

KH submitted that the dog “is not super friendly” with everyone, and might need to be muzzled when in the hallway.

Landlord witness TW testified he had heard a lot of yelling and banging on walls and doors from the tenant’s unit. TW testified he called the police on an unknown date about a month ago when he heard screaming and yelling from the tenant’s unit; TW testified he called the police as he thought someone was in danger.

KH testified that the incident was not a month ago, but last year, when the tenant was having acute mental health issues. KH submitted that getting the dog has substantially calmed the tenant, and he is now much more stable. KH submitted that having to get rid of the dog and move will hinder the tenant.

A May 25, 2022 email from the building manager to the former property manager is submitted as evidence; it states that TW advised the building manager that the previous evening, around 6:18 p.m., he had called the police because the tenant was causing a disturbance. The email states that TW said the tenant was beating up his girlfriend. The email states that the building manager also received a text about the incident from another tenant, IM, and states “apparently he does this quite often. [IM] has not complained about it until now.”

The building manager, DT, testified that the dog barks incessantly, and at all hours, when the tenant is not home. DT testified that when the tenant is away at work, the dog is left alone and barks and yips the whole time. DT testified it is disturbing the sleep of other tenants in the building.

The landlord submitted as evidence an undated letter which states it is a follow up to a December 23, 2021 notice to the tenant. It states that the most recent noise complaint about the barking dog was received on January 7, 2022, and that “the dog was barking and whining all day when you were not in the suite. This is not acceptable as it is disturbing other residents.” It states the dog must be removed from the property by February 28, 2022.

The landlord submitted as evidence a letter dated January 22, 2022 from TW in which TW complains about the dog barking; he states that the dog is left alone for hours, during which it barks and howls, disturbing him and other tenants.

The landlord submitted as evidence an undated letter from tenant IM, in which IM records hearing the dog barking on 11 days from June 1, 2022 to June 25, 2022. The letter states that “the tenant also blasts his music in his car ... most of the time he leaves the guest parking lot at any hour and sometimes it is super late at night when my 1 year old is sleeping.”

KH testified that while IM’s letter refers to the dog barking beginning in June 2022, the dog had been in the building for a year prior. KH submitted that the dog does bark when people are in the hallway, stating: “That’s what dogs do.” KH testified that the dog’s barking at people in the hallway was exacerbated by a tenant on the same floor, who would bark as they passed the tenant’s door. KH testified that the same tenant yells off their patio at her son’s guests, and gets upset about noise at 8:00 a.m., 1:30 p.m., and 7:00 p.m.

KH acknowledged that there have been some complaints about the dog barking late at night, and stated she will need to speak with her son about that.

The former property manager submitted that they must look after the well-being of other tenants in the property, and that the situation is impacting the other tenants’ quiet enjoyment.

### Analysis

Based on the parties’ testimony, I find the landlord served the tenant the One Month Notice by posting it to the door on March 25, 2022, in accordance with section 88 of the Act, and that the tenant received it on the same day.

I find the One Month Notice meets the form and content requirements of section 52 of the Act.

The landlord has provided testimony and documentary evidence demonstrating that the tenant has, over an extended period, significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property. The landlord has

provided evidence that the tenant's dog lunged at and tried to bite the building manager, and that the dog barks excessively, disturbing other tenants.

I acknowledge that some of the landlord's evidence I have referred to is from after the service of the One Month Notice; I have considered it as it is regarding the same issue: the tenant's dog and the tenant's behaviour significantly interfering with or unreasonably disturbing another occupant or the landlord of the residential property. If the parties had submitted evidence that the disturbances associated with the tenant had ceased subsequent to the issuance of the One Month Notice, I would have considered this evidence as well in weighing whether or not the tenant's behaviour warrants eviction.

I find the tenant's behaviour has significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property and the tenant's behaviour has not changed in response to the landlord's warnings. I find the landlord may end the tenancy under section 47(d)(i) of the Act, which states:

**Landlord's notice: cause**

**47 (1)** A landlord may end a tenancy by giving notice to end the tenancy if one or more of the following applies:

...

(d) 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.

Therefore, I find the landlord is entitled to an order of possession.

As the tenant is unsuccessful in his application, I decline to award him the filing fee.

Conclusion

The tenant's application is dismissed; the One Month Notice is upheld.

The landlord is granted an order of possession which will be effective at 1:00 p.m. on August 31, 2022.

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: August 31, 2022

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Residential Tenancy Branch