



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **OLC, FFT**

Introduction

This hearing dealt with an application by the tenant under the *Residential Tenancy Act* (the *Act*) for the following:

- An order requiring the landlord to comply with the Act pursuant to section 62;
- An order requiring the landlord to reimburse the tenant for the filing fee pursuant to section 72.

The tenant attended with the advocate (“the tenant”). The agent CB attended and stated she is a property manager for the landlord and was authorized to attend the hearing (“the landlord”).

No issues of service were raised. I find the tenant served the landlord as required under the Act. Both parties were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

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(s) to be Decided

Is the tenant entitled to an order that the landlord comply with the Act?

Background and Evidence

The tenant submitted written submissions containing 18 documents. Not all the evidence submitted by the parties is referenced. Only the main relevant and admissible evidence is considered in my Decision.

The parties agreed the tenant rents an apartment from the landlord for monthly rent of \$784.00. The tenancy started July 15, 2016. The tenant submitted a copy of the tenancy agreement. The parties agreed the agreement contains a no-pets policy.

The parties agreed that the current manager was preceded by the manager BB. In 2018, BB approved the tenant's application to have a small dog. The tenant submitted a letter to this effect signed by BB. The tenant testified she immediately started looking for a small rescue dog.

However, the tenant testified as follows. When she confirmed with the new manager CB that she had located the dog in May 2022 that she wanted to adopt as a pet, CB informed the tenant that the owner had reversed BB's decision. CB informed the tenant she was not permitted to have a dog although the landlord acknowledged the approval provided by manager BB. No written warning was provided to the tenant stating the landlord had changed the decision of the manager BB. The landlord did not provide the tenant with any reason for the decision. No reason was provided during the hearing.

CB confirmed the tenant's evidence with respect to the reversal of the decision.

The parties agreed that 2 of the 25 units have pets.

The tenant submitted several letters from other occupants in the building stating she is reliable, trustworthy and cares for dogs. Her doctor recommended in a

submitted letter that the tenant acquire a dog for health benefits. The landlord acknowledged the tenant is a “good” tenant.

The tenant requested an order that the landlord comply with the manager BB’s decision permitting her to have a dog.

The parties acknowledged the previous manager BB was acting for the landlord at the time BB approved the tenant’s request to have a small dog. There is no suggestion BB was acting outside the terms of his employment.

Section 62(3) allows me to made an order that a landlord comply with the Act:

(3)The director may make any order necessary to give effect to the rights, obligations and prohibitions under this Act, including an order that a landlord or tenant comply with this Act, the regulations or a tenancy agreement and an order that this Act applies.

I find the owner is bound by the statements of BB and the negotiated change in the agreement between BB and the tenant. I find the terms of the tenancy agreement were verbally amended by the manager BB to allow the tenant to have a dog

I direct that the agreement is amended accordingly to permit the tenant to have a dog. Therefore, the tenant is permitted to have a dog. I grant the tenant’s application under section 62.

As the tenant is successful in this matter, the tenant is granted an award for the reimbursement of the filing fee in the amount of \$100.00 which she may deduct from rent on a one-time basis.

Conclusion

I grant the tenant's application under section 62. I order the tenancy agreement dated July 15, 2016 between the parties is amended to allow the tenant to have a dog.

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: March 23, 2023

Residential Tenancy Branch