



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

A matter regarding LOOKOUT HOUSING AND HEALTH
SOCIETY and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: Tenant: CNC
Landlord: OPC, FFL

Introduction

This hearing was convened in response to cross-applications by the parties pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

The landlord requested:

- an Order of Possession for cause pursuant to section 55; and
- authorization to recover the filing fee for their application from the tenant, pursuant to section 72 of the *Act*.

The tenant requested:

- cancellation of the landlord’s 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47.

Both parties confirmed receipt of each other’s applications for dispute resolution (“Applications”). In accordance with section 89 of the *Act*, I find that both the landlord and tenant duly served with each other’s Applications. The tenant confirmed receipt of the landlord’s evidentiary materials. The tenant did not submit any written evidence for this hearing.

The tenant confirmed receipt of the 1 Month Notice dated July 30, 2024.

Issues

Should the landlord’s 1 Month Notice be cancelled? If not, is the landlord entitled to an Order of Possession?

Is the landlord entitled to recover their filing fee?

Background and Evidence

While I have turned my mind to all the documentary evidence properly before me and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applications and my findings around it are set out below.

This tenancy began on June 28, 2018. The tenant currently pays \$325.00 in monthly rent, payable on the first day of the month.

The landlord served the tenant with a 1 Month Notice dated July 30, 2024, providing the following grounds:

1. The tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord;
2. The tenant or a person permitted on the property by the tenant has seriously jeopardized the health or safety or lawful right of another occupant or the landlord;
3. Breach of a material term of the tenancy agreement that was not corrected within a reasonable amount of time after written notice to do so.

The landlord provided the following reasons for why they are seeking an Order of Possession on the grounds provided on the 1 Month Notice. The tenant has been caring for another tenant's dog, which has been deemed an "Aggressive Dog" by the city's animal services department after an incident that took place on May 16, 2024. The landlord submitted a copy of the letter dated May 16, 2024, informing the owner that as per the Animal Control Bylaw, "The owner shall ensure the dog is muzzled when not on the owner's property, to prevent it from biting another domestic animal or person".

The landlord testified that despite the fact that the tenant has been issued warnings about the dog being unmuzzled, the tenant continues to disregard these warnings. The landlord advised the tenant in writing on July 22, 2024 that they were in breach of a material term of the tenancy agreement by keeping two dogs in their rental unit, without permission of the landlord. Following a reminder on July 26, 2024, the landlord served the tenant with a 1 Month Notice to End Tenancy for Cause on July 30, 2024, after the dog was observed without a muzzle on July 29, 2024. The landlord submitted copies of the correspondence sent to the tenant, as well as videos, and photos. The landlord testified that the tenant continues to disregard the landlord's warnings and concerns, and is therefore seeking an Order of Possession pursuant to the 1 Month Notice. The

landlord is concerned that the dog poses a significant risk to the 128 other residents in the building, staff who work in the building, and their pets.

The tenant does not dispute that the dog is still in their possession, but disputes that the dog is aggressive or poses a significant risk to others. The tenant testified that the dog is a very good dog, and was involved in only one altercation with a larger, unaltered dog when the dog bit the other dog's ear. The tenant testified that the dog has not bitten or attacked any person, and testified that the dog is now muzzled as required.

Analysis

Section 46 of the *Act* provides that upon receipt of a notice to end tenancy for cause the tenant may, within ten days, dispute the notice by filing an application for dispute resolution with the Residential Tenancy Branch. As the tenant filed their application within the required period, and having issued a notice to end this tenancy, the landlord has the burden of proving that they have cause to end the tenancy on the grounds provided on the 1 Month Notice.

I have considered the submissions and evidence of both parties. Despite the tenant's belief that the dog in their care is a very good dog, I find that the landlord has provided sufficient evidence to support that the dog has been deemed "aggressive" by the city's animal services department, and pursuant to the Animal Control Bylaws, the dog must be muzzled when out in public. Although the tenant claims that the dog is not a risk to others, and that the dog is currently being muzzled, I find that the evidence shows otherwise. The dog can be clearly seen in videos and photos without a muzzle on.

Although I acknowledge the fact that the tenant is assisting their friend by caring for the dog, I find that the tenant has, and continues to, clearly disregard the landlord's written warnings about the need to muzzle the dog. I find that the tenant's actions have seriously jeopardized the health or safety or lawful right of another occupant or the landlord.

I find that the tenant has had ample opportunity to address the landlord's concerns, but has chosen not to. In light of the evidence before me, I find the continuance of this tenancy would put other residents, or their pets, at significant risk.

I find that the 1 Month Notice to be valid, and complies with the form and content provisions of section 52 of the *Act*. For these reasons, I dismiss the tenant's application to cancel the 1 Month Notice, and I allow the landlord's application for an Order of Possession.

As per RTB Policy Guideline #54, an Arbitrator has discretion to extend the effective date of an Order of Possession beyond the usual two days provided, and may consider various factors such as whether the rent has been paid, the length of the tenancy, and what would be considered reasonable provided the circumstances. As the tenant has paid rent for October 2024, I exercise my discretion to extend the effective date of the Order of Possession to October 31, 2024 at 1:00 p.m.

As the landlord was successful with their application, I allow the landlord to recover the filing fee paid for this application.

Conclusion

The tenant's application is dismissed without leave to reapply.

I grant an Order of Possession to the landlord effective at 1:00 p.m. on October 31, 2024. Should the tenant(s) and any occupant of this original rental agreement fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

I grant the landlord a Monetary Order in the amount of **\$100.00** under the following terms:

Monetary Issue	Granted Amount
authorization to recover the filing fee for this application from the tenant under section 72 of the Act	\$100.00
Total Amount	\$100.00

The landlord is provided with this Order in the above terms and the tenant(s) must be served with **this Order** as soon as possible. Should the tenant(s) fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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: October 3, 2024

Residential Tenancy Branch