

DECISION

Introduction

This hearing dealt with the Tenant's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- an order for the Landlord to make emergency repairs for health or safety reasons under sections 33 and 62 of the Act

The hearing dealt with the Landlord's Application for Dispute Resolution under the Residential Tenancy Act for:

- an order to end the tenancy under section 56 of the Act as it would be unreasonable, or unfair to the landlord or other occupants to wait for a Notice to End Tenancy for Cause to take effect
- authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

Tenant K.W attended the hearing.

Owners T.S. and E.L., building caretaker C.L. and legal counsel M.P-S. attended for the Landlord.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

I find that the Landlord(s) acknowledged service of the Proceeding Package and are duly served in accordance with the Act.

I find that the Tenant acknowledged service of the Proceeding Package and is duly served in accordance with the Act.

Both parties confirmed that they had no concerns regarding the timing or nature of the service.

Service of Evidence

Based on the submissions before me, I find that the Landlord's evidence was served to the Tenant in accordance with section 88 of the Act.

The Landlord submits that they were not served with the Tenant's evidence; the Tenant submits that they served their evidence to the Landlord with the Proceeding Package. The Tenant did not provide any evidence regarding the Landlord's application, rather the evidence was strictly regarding the issue around power in the rental unit. As indicated below, this issue has been resolved; therefore, I decline to make a decision regarding service of the Tenant's evidence, as the issue is moot.

Preliminary Matters

The hearing was initially scheduled as a cross application regarding an application by the Tenant and an application by the Landlord.

The Tenant's application was requesting an order for the Landlord to make emergency repairs for health or safety reasons under sections 33 and 62 of the Act. The Tenant's application was regarding a lack of power in the rental unit.

It is not disputed that at the time of the hearing the rental unit had power restored. Therefore, the following issue is moot and dismissed, without leave to reapply.

- an order for the Landlord to make emergency repairs for health or safety reasons under sections 33 and 62 of the Act

Issues to be Decided

- Is the Landlord entitled to an order to end the tenancy under section 56 of the Act as it would be unreasonable, or unfair to the landlord or other occupants to wait for a Notice to End Tenancy for Cause to take effect?
- Is the Landlord entitled to recover the filing fee for this application from the Tenant?

Background and Evidence

I have reviewed all evidence, including the testimony of the parties, but will refer only to what I find relevant for my decision.

The Tenancy started on February 1, 2025, with a monthly rent of \$1150.00 per month, due on the first of each month. There is a dispute over whether the security deposit, pet deposit or rent has been paid; however, as this is not a matter of issue in this dispute, I will not address this further.

A Tenancy Agreement was not signed by the parties.

On February 19, 2025, the Landlord applied for dispute resolution, requesting authorization to end the tenancy early as it would be unreasonable or unfair to the landlord or other occupants to wait for a Notice to End Tenancy for Cause. The Landlord's application was made on the following basis:

- 2 near misses between other building occupants and an aggressive dog residing with the Tenant, leaving the other occupants fearful to leave their units
- excessive nighttime noise causing the downstairs occupant to give notice to end tenancy
- police presence to arrest male visitor
- illegal cable in hallway posing fire risk

Dangerous Dog

It is not disputed that small pets are allowed in the building. The Landlord submits that they clearly listed in the rental advertisement that only small pets are allowed.

C.L. submitted under oath that she heard the dog barking, both when she attended the residence with the police, and during other visits to the building. C.L. submits that the dog barking and striking the door from inside the rental unit can frequently be heard from the common areas. C.L. submits that she does not reside in the building but attends the building about 5 times a week in her role of building caretaker.

The Landlord submitted several letters from other occupants, which expressed concerns regarding the large dog staying at the Tenant's unit. Each letter was signed and included the unit number of the individual submitting the complaint. A summary of the letters is as follows:

1. February 10, 2025, letter from an occupant on the floor below
 - Concerns regarding noise from the Tenant's, including lots of banging as well as a dog barking "constantly"
 - Concerns regarding the dog urinating and defecating next to the main entrance, resulting in a "urine-ice" safety hazard
 - A statement that due to the ongoing concerns regarding the Tenant and the Tenant's visitors, they have had to end their tenancy
2. February 16, 2025, letter from occupant on the same floor
 - States she "witnessed a male tenant with a black Pitbull on a leash attempting to enter the building while I was attempting to exit the side door to take out trash. The dog was barking, growling and lunging at me as I got closer to the exit door. The owner had to physically restrain the dog by straddling it and using his hands as a make-shift muzzle. I explained I needed to walk in the direction of the dumpster. The owner moved over awkwardly a couple of feet farther away from me while keeping the dog in the same position. I walked past but certainly didn't feel safe."
 - The occupant specified that the dog and individual had been residing with the Tenant
 - The occupant further stated that she has heard the same dog barking aggressively and "slamming it's (*sic*) weight into the door, several times", as she entered and exited her apartment
3. February 17, 2025, letter from an occupant on the floor below

- Reporting that the Tenant has a Pitbull staying in the building and that “It is very aggressive.”
 - The occupant further reports that the dog pees on the sidewalk and doorstep and is barking in the middle of the night and during the day.
4. Undated letter from an occupant on the same floor
 - Complaining of large dog in the building as this was not supposed to be allowed. The Tenant states “there are several elder’s some with mobility issues”
 5. February 17, 2025, letter from an occupant on the floor below
 - Reporting a “very bad experience” at an entrance, in which they opened the door and observed the dog from the Tenant’s unit walking towards the door, the dog saw them and started barking aggressively and lunging
 - The occupant indicates concern for their safety had the dog been closer in the hallway
 - The occupant further expresses concerns for other pets and children in the building.
 - The occupant submits that they should not have to fear this in their building
 - The occupant submits that they reported the incident to animal control.
 6. Undated letter from an occupant on the floor below
 - Reporting concerns regarding a large dog “from a new tenant”
 - The occupant reports that the Tenant or visitor have been letting the dog loose in the parking lot
 - The occupant reported concern that the dog has been barking at their cats and scratching at their ground level window causing concern for their safety, and that this had occurred as early as 4am
 - The occupant reported that the Tenant also has a small dog that “has been peeing all over the snow near the door”

The Tenant does not dispute that the large dog has been staying with her for the majority of February. The Tenant submits that the dog will be leaving soon and does not live there.

The Tenant submits that the large dog is 16 years old, has cancer and cannot see. The Tenant submits that no aggressive dog would live that long. The Tenant submits that they have a system for taking the dog out, that one of them looks to make sure no one is in the halls. The Tenant submits that the dog is never taken out by one person.

The Tenant does not dispute that one incident occurred with another occupant in which the large dog barked at the tenant. The Tenant submits that the other occupant followed them downstairs, they asked her not to, but she was “belligerent” and would not leave the area. The dog was outside, but it was very cold, so they had to let it in, the lady was yelling and the dog got spooked by this.

The Tenant does not dispute that the large dog barks and submits that this is part of her adjusting to the new environment.

The Tenant denies having any other interaction with her neighbors in the building and believes that the one interaction may have been intentional to cause issues. The Tenant voiced concern regarding the authenticity of the other letters noting that they were all addressed to vague parties and that people should know the names of their landlords.

The Tenant submits that animal control attended the apartment and had no concerns.

The Tenant submits that the pets do not defecate or urinate by the door, and that if this was an issue the Landlord should have submitted photographic evidence.

The Tenant initially declined to provide on record how often she takes the dog out; however, then reiterated that she has always accompanied the dog outside the rental unit.

Noise unrelated to dog

As indicated above in letter #1, an occupant from the floor below complained of significant noise coming from the rental unit both related and unrelated to the dog.

The Tenant submits that she does not know what the banging and furniture moving noise would be from as she has hardly any furniture.

Fire hazard

The Landlord provided copies of security patrol reports indicating that an extension cord was observed running from the power receptacle in the hallway to the rental unit. The Landlord indicated in their submissions that they were not able to ascertain what was being powered by this cord.

Analysis

Is the Landlord entitled to an order to end the tenancy under section 56 of the Act as it would be unreasonable, or unfair to the landlord or other occupants to wait for a Notice to End Tenancy for Cause to take effect?

In accordance with section 56 of the Act, in receipt of a landlord's application to end a tenancy early and obtain an order of possession, an arbitrator may grant the application where the tenant has:

- significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;
- seriously jeopardized the health and safety or a lawful right or interest of the landlord or another occupant;
- put the landlord's property in significant risk;
- engaged in illegal activity that:
 - has caused or is likely to cause damage to the landlord's property;

- has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property; or
- has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;
- caused extraordinary damage to the residential property.

An early end of tenancy is an expedited and unusual remedy under the Act and is only available to the landlord when the circumstances of a tenancy are such that it is unreasonable or unfair to a landlord or other residents to wait for a notice to end tenancy to take effect, such as a notice given under Section 47 of the Act for cause. Therefore, in this case the Landlord bears a strict burden to prove with sufficient evidence that the tenancy should end early Section 56 of the Act. An application for an early end of tenancy under section 56 of the Act is reserved for situations where a Tenant poses an immediate and severe risk to the rental property, other occupants, or the Landlord. An application for an early end of tenancy is such that a landlord does not have to follow the due process of ending a tenancy by issuing a notice to end tenancy which gives the Tenant the right to dispute the Notice by applying for dispute resolution.

It is important to note that to end the tenancy under section 56 of the Act, the Landlord must prove that the dog poses a risk, not just that the dog is larger than allowed by the building and was not included in the tenancy application.

I have carefully considered the evidence and testimonies of both parties, and I find that the Landlord has established that the risk posed by the dog residing at the rental unit is significant and severe enough as to warrant an early end to the tenancy, pursuant to section 56 of the Act.

The Landlord submitted several complaint letters concerning the large dog. These complaints came from six different occupants, each residing in different areas of the building, and were all submitted within the first month of the tenancy. This demonstrates that the presence of the large dog has caused significant disturbance to other occupants and has likely created safety concerns and issues in the building's common areas. Although the Tenant claims that the complaint letters are not genuine, she did not provide any evidence or compelling reason for me to doubt their authenticity.

The Tenant submitted conflicting statements regarding the behaviour of the large dog in question. On one hand, the Tenant described the dog as non-aggressive and a family pet. However, the Tenant also stated that, when taking the dog out of the building, both she and the owner of the dog go together, with one person checking to ensure no other people are nearby. This level of caution is not typically necessary for a dog with no history of aggression.

Furthermore, in describing an encounter with another occupant, the Tenant claimed that the situation escalated when the occupant refused to leave the area to prevent the dog from reacting. If the concern were limited to barking alone, this would not be cause to

end the tenancy. However, two occupants expressed concern for their safety and reported that the dog barked, lunged, and displayed aggressive behaviour during the encounters in common areas. A dog that does not pose a risk would not require neighbors to vacate shared spaces out of concern for their safety.

Finally, I also considered that a neighboring occupant felt sufficiently threatened by the dog to file a complaint with Animal Control, in addition to raising their concerns with the Landlord. The existence of this complaint is confirmed by the Tenant's own statement that an Animal Control Officer attended the rental unit. While the Tenant claims the officer found no issues, no evidence was provided to support this assertion.

In consideration of the above, I find that on a balance of probabilities, the dog more likely than not poses a significant risk to the neighbors' right to occupy common areas, and poses a significant safety risk to the neighbors if they encounter the dog and do not respond in the as well as poses a significant risk to the safety of the neighbors should they encounter the dog and do not respond in the specific manner expected by the owners.

In consideration of the seriousness of the situation I find it would be unreasonable, or unfair to the landlord or other occupants of the residential property, to wait for a notice to end the tenancy under section 47 to take effect.

As such, I find the Landlord is entitled to an order of possession, pursuant to section 56(1) of the Act.

Is the Landlord entitled to recover the filing fee for this application from the Tenant?

As the Landlord was successful in their application, I find that the Landlord is entitled to recover the \$100.00 filing fee paid for this application under section 72 of the Act.

Conclusion

I grant an Order of Possession to the Landlord **effective two (2) days after service of this Order on the Tenant(s)**. Should the Tenant(s) or anyone on the premises 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 Landlord under section 72 of the Act	\$100.00

Total Amount	\$100.00
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The Tenant is provided with this Order in the above terms and the Landlord(s) must be served with **this Order** as soon as possible. Should the Landlord(s) fail to comply with this Order, this Order may be filed and enforced in the Provincial Court of British Columbia (Small Claims 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 Act.

Dated: March 3, 2025

Residential Tenancy Branch