



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Introduction

This hearing dealt with the Tenant's Application for Dispute Resolution to cancel a One Month Notice to End Tenancy for Cause.

The Tenant and Agents for the Landlord appeared, gave affirmed testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

Issues(s) to be Decided

Is the Tenant entitled to an Order cancelling the One Month Notice to End Tenancy for Cause?

Background and Evidence

This tenancy started on December 1, 2009, on a month to month basis. Monthly rent is \$890.00, payable on the 1st day of each month, and a security deposit in the amount of \$445.00 was paid on November 4, 2009.

All parties acknowledged receipt of the notice of dispute resolution hearing and evidence packages.

Pursuant to the rules of procedure for the Act, the Agent for the Landlord proceeded first in the hearing and testified as to why the Tenant had been served a One Month Notice to End Tenancy

The Landlord issued a One Month Notice to End Tenancy for Cause to the Tenant on August 20, 2010, with a stated effective date of September 30, 2010. Under the Act, a notice under this Section must end the tenancy effective on a date that is not earlier than one month after the date the notice is received, and the day before the day in the month that rent is payable under the tenancy agreement. I note that the Tenant filed his application for dispute resolution within the time in accordance with the Act.

The cause as stated by the Landlord alleged the Tenant breached a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

The Agent for the Landlord supplied evidence and gave affirmed testimony that a cat was observed at the rental unit and the Tenant confirmed that the cat was her mother's and she was taking care of it. The Agent for the Landlord informed the Tenant that this was in violation of the tenancy agreement in that visitation of pets was not allowed. The Agent for the Landlord also spoke to the Tenant about a vehicle in the residential parking lot without proper plates or insurance and the Tenant informed him the vehicle was insured and the insurance papers would be faxed.

The Agent for the Landlord testified that the next month, the truck and camper were back, still with no plates. The Tenant showed the Agent for the Landlord the insurance papers, and the Tenant was sent a letter asking for removal of the vehicle and not to be on site after July 30, 2010.

The Agent for the Landlord photographed a cat in the rental unit on August 3, 2010, and a letter was sent to the Tenant on August 6, 2010, informing her the cat had to be removed and to provide the Landlord with the name, address and telephone number of the person who will be housing the cat, no later than August 13, 2010. I note that this letter came with an attached portion of the tenancy agreement, with the "no pets" clause, which stated, in part, that "no animal or pet of any kind shall be kept or sheltered on the premises.... Unapproved pets are not permitted on the property at any time for any reason."

On August 13, 2010, the cat and the camper/truck were observed back on the premises by the Landlord. I note the Landlord requested an order of possession during the course of the hearing.

The Tenant testified the cat had been removed and because she did not where her father took the cat, she did not inform the Landlord of the removal. The Tenant further testified that she goes camping during the summer and that she had to bring the camper back to the premises for cleaning.

The Tenant did not dispute the allegations of the Landlord, but said she misunderstood the statement concerning the Landlord's inspection of the rental unit.

The Witness for the Tenant stated the cat is now gone from the premises permanently.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The 1 Month Notice to End Tenancy was issued due to a breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so. A material term is a term written into the tenancy agreement that both parties agree is so important that the most trivial breach of that term gives the other party the right to end the agreement.

Based on the aforementioned, and upon careful consideration of all of the evidence before me, I find the Landlord did prove the Tenant breached a material term of their tenancy agreement when the Tenant chose not to remove the cat after repeated oral and written warnings. I find the Landlord provided ample opportunity to have the Tenant comply with the tenancy agreement.

I find that the one month Notice to End Tenancy is valid and it should not be cancelled and therefore I **dismiss** the Application of the Tenant.

I find that the Landlord is entitled to an order of possession effective **at 1:00 p.m. on September 30, 2010**, after service on the Tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

Conclusion

The Tenant's Application for Dispute Resolution is dismissed as the Notice to End Tenancy issued is valid and may be enforced.

The Landlord is granted an Order of Possession.

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: September 27, 2010.

Dispute Resolution Officer