



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC

### Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking to cancel a notice to end tenancy.

The hearing was conducted via teleconference and was attended by the tenant, her witness and two agents for the landlord. The tenant had arranged for 3 witnesses in total but called only one witness to testify. The two other witnesses do not live in the complex and had no firsthand knowledge of this dispute.

During the hearing, the landlords did not verbally request an order of possession should the tenant be unsuccessful in her Application.

### Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to cancel a 1 Month Notice to End Tenancy for Cause, pursuant to Section 49 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

The parties agreed the tenancy began in June 2006 for a current monthly rent of \$358.50 due on the 1<sup>st</sup> of each month. The parties also agreed that on May 14, 2012 the landlord served the tenant with a 1 Month Notice to End Tenancy for Cause with an effective vacancy date of July 1, 2012.

The parties also agreed the Notice cited the tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord and the tenant had breached a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so as the reasons for cause to end the tenancy.

The landlord testified that in June 2009 the landlord wrote the tenant a letter regarding complaints about her dog being left outside and barking, including late at night. The landlord went on to say in March 2010 they wrote another letter to the tenant again noting complaints of her dog disturbing other occupants and that should they receive one more complaint they would need to ask the tenant to find a new home for her dog or for the tenant to move out.

Then on February 3, 2011 the landlord again wrote the tenant advising they have had more complaints and that she should consider this letter as her final warning to deal with the problem in accordance with the tenancy agreement.

The landlord also provided a copy of an addendum to the tenancy agreement that includes, but not limited to, the following terms in regard to having pets in the residential property: the owner of the pet is responsible for any damage caused by the pet, such as digging up of garden areas; excessive noise, defecation on common property and damage to the suite; and if the landlord gives notice to a tenant to correct any breach, or if the landlord revokes permission to have a pet and the tenant fails to comply immediately, the landlord has a right to serve Notice to End the Tenancy immediately along with making appropriate claims against the tenant.

The tenant testified that some of the reasons her dog barks at times is due to drug dealings outside of her unit and from people accessing the garbage area just outside of her unit. The tenant also indicated that in another building nearby there had been a "grow op" house and so there had been a lot of activity in the area that caused her dog to bark.

The tenant submits that she acknowledges that her dog has, in the past, been barking and that she has taken steps to change this behaviour and that even just recently she has learned some more techniques she hopes to use to keep him quieter. She has in the past purchase a collar that she can put on the dog that will cause him to not bark; that she has changed her practice of letting him out late at night and that she is currently training him to stop barking by using new techniques like throwing a bag of pennies to the floor to distract him.

The tenant and her witness submit that her dog fulfills an important role in life, and have provided documentary evidence of the benefits of having pets, specifically as seniors. The tenant also raised concern that this issue is causing a lot of stress that is complicating her medical and health issues.

The landlord submits that they have provided the tenant with more than a reasonable time to deal with the issue of her dog disturbing other tenants and it would be unfair to those other tenants, who also are aging and have compromised health to continue to be disturbed by the tenants failure to either change the behaviour of her dog or to have him moved to another home.

### Analysis

Section 47 of the *Act* allows a landlord to end a tenancy by giving notice to end the tenancy if, among other things, one or more of the following applies:

- a) 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,

- b) The tenant
  - i. Has failed to comply with a material term, and
  - ii. Has not corrected the situation within a reasonable time after the landlord gives written notice to do so;

From the documentary evidence and testimony of both parties, I find the issue giving rise to the landlord's issuance of the 1 Month Notice has been an ongoing issue during the tenancy since at least June 2009. I also find the landlord has taken reasonable steps to have the tenant deal with the disturbing behaviour of her dog.

Despite the tenant's acknowledgement of the behaviour I find the tenant has failed to take full and adequate steps to ensure her neighbours are not being disturbed in accordance with the warnings and requests of the landlord and the terms in the addendum to the tenancy agreement.

For the reasons noted above, I find the landlord has established the tenant has breached a material term of the tenancy agreement; failed to correct the breach within a reasonable time; and has significantly disturbed other occupants in the residential property. I therefore find the landlord has established sufficient cause to end the tenancy.

### Conclusion

For the reasons noted above, I dismiss the tenant's Application in its entirety.

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: June 07, 2012.

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Residential Tenancy Branch