



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Harvest Properties Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This is an application filed by the Tenant for an order to cancel a notice to end tenancy issued for cause.

Both parties attended the hearing by conference call and gave undisputed testimony. As both parties have attended and have confirmed receipt of the notice of hearing package and the submitted documentary evidence, I am satisfied that both parties have been properly served.

Issue(s) to be Decided

Is the Tenant entitled to an order cancelling the notice to end tenancy?

Background and Evidence

This Tenancy began on October 1, 2013 on a fixed term tenancy ending on September 30, 2014 and then thereafter on a month to month basis as shown by the submitted copy of the signed tenancy agreement. The monthly rent is \$1,050.00 payable on the 1st of each month and a security deposit of \$525.00 was paid.

Both parties confirmed that the Landlord served the Tenant with a 1 month notice to end tenancy for cause dated October 10, 2013. The notice displays an effective vacancy date of November 15, 2013. The selected reason for cause is:

-Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

The Landlord has submitted a copy of a letter dated October 9, 2013 which warns the Tenant that it was discovered that she had a dog and that her tenancy did not permit one. The Tenant was cautioned that an end of tenancy notice could be given if the

Tenant did not remove the dog. The Landlord stated in his direct testimony that section 44 of the tenancy agreement states that there are to be no pets.

Analysis

I accept the undisputed testimony of both parties and find that the Tenant has established a claim for an order cancelling the notice to end tenancy dated October 10, 2013. Upon review of the submitted copy of the signed tenancy agreement, it was noted that there was no section 44 no pet clause in the signed tenancy agreement. The Landlord stated that normally the caretaker fills in this section of the agreement, but has admitted that it was not done in this case. The Landlord states that as that is the case there is no material term for "no pets" being breached. The Tenant's Application is granted. The notice dated October 10, 2013 is set aside and the Tenancy shall continue.

Conclusion

The Tenant is granted an order cancelling the notice to end tenancy dated October 10, 2013.

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: November 21, 2013

Residential Tenancy Branch

