



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 pursuant to the *Residential Tenancy Act* ("the Act") for cancellation of the landlord's 1 Month Notice to End Tenancy for Cause pursuant to section 47.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, and to make submissions. Two representatives for the landlord were present.

Background and Evidence

This tenancy began on January 30, 2013 with a rental amount of \$744.00 payable each month. The landlord holds a \$500.00 security deposit paid by the tenant at the outset of the tenancy. The tenant disputes a 1 Month Notice served to her by the landlords. The landlord's 1 Month Notice indicates that the tenancy should end on the ground that the tenant has breached a material term of her tenancy by having pets on the premises.

The tenant testified that a guest would occasionally bring a dog to their home but once she was notified by the landlord that the dog was not allowed, the dog did not attend to the residence again.

Landlord KC testified that an on-site building manager (who was not present at the hearing) had been approached by the dog at the residence approximately two weeks ago. Two letters of complaint submitted by the landlord, mostly redacted, made reference to seeing a dog at the premises. Landlord KC testified that she has seen some dog feces on the premises. She was not able to provide any timelines and much of her knowledge was second hand.

Analysis

When a tenant applies to cancel a notice to end tenancy, the burden shifts to the landlord to justify the notice and the end of tenancy based on the grounds supplied. In this case, I find that the representatives attending on behalf of the landlord had little knowledge of the circumstances related to this notice to end tenancy: both the service of the notice as well as the grounds relied on in the notice.

It is the landlord's obligation to show, on a balance of probabilities, why the tenancy should end. In the case of a 1 Month Notice to End Tenancy for Cause, the landlord must prove the elements relating to the grounds for that notice. In this case, I find that the landlord was unable to prove that the tenant breached a materials term of her tenancy. I find that the landlord was unable to prove with certain testimony or supporting documentation that the tenant has animals residing in her home.

Based on the lack of reliable evidence submitted by the landlord, I grant the tenant's application to cancel the notice to end tenancy.

Conclusion

I grant the tenant's application to cancel the notice to end tenancy. The tenancy shall continue.

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 19, 2016

Residential Tenancy Branch