



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding RAAMCO C/O GATEWAY MANAGEMENT CORP.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC

### Introduction

This hearing dealt with an Application for Dispute Resolution by the tenants filed under the Residential Tenancy Act (the “Act”), to cancel 1 Month Notice to End Tenancy for Cause, (the “Notice”) issued on March 30, 2018.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

In a case where a tenant has applied to cancel a Notice, Rule 7.18 of the Residential Tenancy Branch Rules of Procedure require the landlord to provide their evidence submission first, as the landlord has the burden of proving cause sufficient to terminate the tenancy for the reasons given on the Notice.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

### Issues to be Decided

Should the Notice be cancelled?

### Background and Evidence

The tenancy began on December 1, 2017. Rent in the amount of \$940.00 was payable on the first of each month. The tenants paid a security deposit of \$470.00.

The parties agreed that the Notice was served on the tenants indicating that the tenants are required to vacate the rental unit on April 30, 2018.

The reason stated in the Notice was that the tenants have:

- Breached a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so; and
- Tenant knowingly gave false information to prospective tenant or purchase or the rental unit.

The landlord testified that the tenants breached a material term of the tenancy agreement by not getting written permission to obtain a pet. The landlord stated that the tenants were given written notice to have the pet removed; however, they have failed to do so. The landlord stated that the dog would not be approved as a pet as it is larger than allowed by strata.

The tenant testified that they have a note from their doctor indicating that they are allowed to have the dog as a service dog. The tenant stated that they have not been, nor has the dog been appointed by the registrar of Guide Dogs and Service Dogs.

Filed in evidence is a certificate of service dog, which appears to be given by an internet site.

#### Analysis

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

How to end a tenancy is defined in Part 4 of the Act. Section 47(1) of the Act a landlord may end a tenancy by giving notice to end the tenancy.

I have considered all of the written and oral submissions submitted at this hearing, I find that the landlord has provided sufficient evidence to show that the tenants have:

- Breached a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.
- Tenant knowingly gave false information to prospective tenant or purchase or the rental unit.

In this case the tenancy agreement states the tenants must obtain written permission from the landlord to obtain a pet. The tenants did not do so and has been warned by the landlord that they are in breach of their tenancy agreement.

The evidence of the tenant was that they had a letter from their doctor stating they are allowed to have a service dog. No letter was provided and even if they did, a doctor has no authority to grant the tenant permission to do so.

While the tenant has presented in evidence an Official Service Dog certificate, it appears this was obtained from the internet, which is false representation that they are a service team.

Since the only person that has the authority to certify the tenant and their dog, as a service team, is the Registrar appointed under the Guide Dog and Service Dog Act. The tenant acknowledged that they and their animal have no such appointment.

I find the tenant was attempting to mislead, I find the tenant did breach a material term of their tenancy agreement and failed to remove the pet.

I find the Notice issued on March 30, 2018, has been proven by the landlord and is valid and enforceable. I find the tenancy legally ended on April 30, 2018, and the tenants are now Overholding the premises. Therefore, I dismiss the tenant's application to cancel the Notice.

As the landlord has accepted occupancy rent for the month of May, 2018, I find it appropriate to extend the occupancy date to May 31, 2018. I find the landlord is entitled to an order of possession effective on the above date.

Since I have dismissed the tenants' application, I find that the landlord is entitled to an order of possession effective **May 31, 2018, at 1:00 P.M.** This order must be served on the tenants and may be filed in the Supreme Court.

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#### Conclusion

The tenants' application to cancel the Notice, issued on March 30, 2018 is dismissed. 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: May 24, 2018

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Residential Tenancy Branch