



Dispute Resolution Services

Page: 1

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 (the 1 Month Notice) pursuant to section 47.

This matter was scheduled for a conference call at 9:30 a.m. on this date. The landlord participated in the teleconference, the tenant did not. The tenant filed this application to dispute a One Month Notice to End Tenancy for Cause. I am satisfied that the tenant was fully aware of today's hearing as they are the applicant, accordingly; I proceeded and completed the hearing in the tenants absence. The landlord gave affirmed evidence that the tenant was served all his documentary evidence at the same time as he was served the notice to end tenancy in the presence of a witness.

Issue(s) to be Decided

Should the landlord's One Month Notice be cancelled? If not, is the landlord entitled to an Order of Possession?

Background and Evidence

The landlord gave the following testimony. The tenancy began about three years ago with the rent of \$350.00 due on the first of each month. The landlord issued a One Month Notice to End Tenancy for Cause on December 13, 2022 for the following reasons:

Landlord's notice: cause

47 (1) *A landlord may end a tenancy by giving notice to end the tenancy if one or more of the following applies:*

(d) 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,

(e) the tenant or a person permitted on the residential property by the tenant has engaged in illegal activity that

(ii) has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property, or

The landlord testified that the tenant has a very aggressive dog. The landlord testified that he has asked the tenant numerous times to control the dog or muzzle it when not in his unit, the tenant has refused. The landlord testified that he purchased a muzzle for the tenant to assist and try to resolve the matter, but the tenant refused to use it. The landlord testified that the tenants dog has charged at and attacked two other animals in the complex. The landlord testified three warnings were given to the tenant. On December 5, 2022 the tenants dog attacked and bit a tenant in the complex causing injury. The landlord issued the notice after his attack and requests an order of possession as many tenants in the building are fearful of the tenants dog and the tenants refusal to control it.

Analysis

When a landlord issues a notice under Section 47 of the Act they bear the responsibility in providing sufficient evidence to support the issuance of that notice.

Section 55 of the Act reads in part as follows:

55 (1) *If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant to the landlord an order of possession of the rental unit if*

(a) the landlord's notice to end tenancy complies with section 52 [form and content of notice to end tenancy], and

(b) the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.

The landlord has provided clear and concise testimony supported by documentary evidence. The tenant did not participate in the hearing, nor did he provide any disputing evidence. I find on a balance of probabilities that the landlord has proven both grounds to which the notice was issued and therefore is valid. I find that the landlord's 1 Month Notice was issued on the correct form and included all the required information in order to comply with section 52 of the *Act* as to the form and content of that Notice. I dismiss the tenant's application to cancel the 1 Month Notice and issue the landlord an Order of Possession in accordance with section 55(1) of the *Act*.

Conclusion

I dismiss the tenant's application to cancel the 1 Month Notice. I grant an Order of Possession to the landlord effective **two days after service of this Order** on the tenant. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: April 27, 2023

Residential Tenancy Branch