



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

Decision

Dispute Codes O

Introduction

This matter dealt with an application by the tenant to cancel a notice to end tenancy issued by the landlord on August 20, 2008.

The hearing was held in person commencing at 8:30 am on September 17, 2008 and was attended by the tenant. There was no representation at the hearing by the landlord. The tenant at the hearing gave oral testimony that he had served the application for dispute resolution and the notice of hearing upon the landlord, in person, on August 22, 2008. I am satisfied that the landlord has been duly served and as such the hearing would continue.

Issues(s) to be Decided

Is the notice to end tenancy as issued by the landlord valid?

Background and Evidence

I have reviewed the notice the tenant has supplied in his evidence and note that it is a typed document that is not in the prescribed form as required under the Residential Tenancy Act.

The tenant at the hearing also gave evidence that the landlord has recently changed the locks and denied him access to the rental unit. The landlord has recently allowed him access, but has not provided the tenant with a key to the new lock.

Analysis

I find that the notice as issued by the landlord is not in the prescribed form, and that it does not contain the required information to be considered sufficient notice.

The landlord is also cautioned that they may not deny the tenant access to the rental unit and that the tenant is entitled to be provided with a key to access the rental unit.



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Conclusion

I find that the notice issued is invalid and as such the notice is cancelled and the tenancy is to continue.

As per s. 31 of the Residential Tenancy Act, the landlord is not to change the locks on the rental unit unless they provide the tenant with new keys. Failure by the landlord to comply may result in the tenant obtaining an order to change the locks at the landlord's expense.

Dated: September 16, 2008

Dispute Resolution Officer