



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Decision

Dispute Codes: CNE OLC O

Introduction

This hearing dealt with an application by the tenants to cancel a notice to end tenancy and an order that the landlord comply with the Act, regulation or tenancy agreement.

Issue(s) to be Decided

Did the landlord issue a valid notice to end tenancy?

Should the landlord be ordered to comply?

Background and Evidence

The tenancy began under unusual circumstances, when the landlord's son, who had been acting as resident manager, sublet the manager's apartment to the tenants. The landlord has been receiving rent payments from the tenants but wishes the tenants to vacate, as the manager's apartment is intended for occupancy by a resident manager and it is a place where the resident manager conducts business such as accepting rent payments of other tenants. On or about August 29, 2008 the landlord gave the tenants a typed letter that stated as follows: "Please be advised that you are hereby notified that you must vacate these premises on or before Sept 30/08." The tenants signed the letter as an acknowledgement that they had received the letter, but not as an agreement that they would vacate. The landlord in the hearing agreed that they have not served the tenants with a valid one month notice to end tenancy on a prescribed form.

On September 24, 2008 the landlord gave the tenants a handwritten note indicating that

if he did not receive a rent cheque by the following day, he would change the locks. The evidence of the tenants is that the landlord has taken away their keys, and they have had to leave the patio door unlocked in order to enter and exit the rental unit. The evidence of the tenants is also that the landlord has made threats toward them, chased off their guests, and on one occasion turned off the hydro.

Analysis

In regard to the notice to end tenancy, I find that the letter of August 29, 2008 is neither a valid notice to end tenancy or a mutual agreement to end tenancy.

A tenancy currently exists between the landlord and the tenants, and therefore the landlord must comply with the requirements of the *Residential Tenancy Act* and regulation. The landlord must provide the tenants with keys, and the landlord cannot unreasonably restrict the tenants' guests, arbitrarily cut off hydro or make threats to the tenants.

Conclusion

As there is no valid notice to end tenancy, the tenancy continues.

As the tenancy exists and is ongoing, I order that the landlord return the tenants' keys immediately and further comply with all of the legislative requirements as set out in the *Residential Tenancy Act* and regulation. If the landlord does not comply, it is open to the tenants to apply for monetary compensation for loss of quiet enjoyment.

Dated October 27, 2008.