



Dispute Resolution Services

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

Decision

Dispute Codes: OLC, PSF

Introduction

Pursuant to her amended application, this hearing dealt with the tenant's application for orders requiring the landlord to comply with the Act and to provide services or facilities required by law. Both parties participated in the hearing and gave affirmed testimony.

Issues to be decided

- Whether the tenant is entitled to orders against the landlord, as above

Background and Evidence

The parties attending the hearing were argumentative and persisted in speaking over each other.

It is understood that a written residential tenancy agreement provides for a month-to-month tenancy beginning May 1, 2009. The parties disagreed as to the amount of monthly rent, but it is thought to be either \$850.00 or \$875.00. It is also understood that a security deposit was collected near the start of tenancy, however, the exact amount is unknown. Only the first page of an old (Nov/99) four page form of the standard residential tenancy agreement was submitted into evidence.

In her original application the tenant sought cancellation of the landlord's notice to end tenancy for landlord's use of property. The notice had been presented by way of hand written letter dated May 7, 2009 and the notice made reference to the landlord's anticipated use of the property for his uncle. Subsequently, the landlords informed themselves that first, the Act does not include "uncle" as a "close family member" for the purposes of notice given under section 49 of the Act (**Landlord's notice: landlord's**

use of property), and second, that 2 months notice is required to be given to the tenant, and in the proper form.

Further, the landlords later informed themselves of other related statutory provisions under section 51 of the Act (**Tenant's compensation: section 49 notice**).

Following from all of this, the landlord testified that the tenant has now been served with 2 months notice for landlord's use of property in the proper form. A copy of this notice was not before me. The notice is said to be dated May 26, 2009 and requires the tenant to vacate the unit effective July 31, 2009. The landlord also testified that she is aware of the statutory provision whereby the tenant is entitled to the "equivalent of one month's rent." Further, the landlord asserted that the unit will be occupied by the other landlord, not his uncle. While in her original application the tenant sought to have the landlord's notice cancelled, in light of a change in circumstances the tenant withdrew that aspect of her application and does not now dispute the notice re-issued by the landlords in the proper form.

The tenant alleges that the landlords have not provided access to laundry facilities and that they are included in the rent. The landlord disputes this.

The tenant also alleges there was an occasion when the landlord attended the unit for an inspection without giving proper notice. The landlord disputes this, asserting that proper notice was given and that the tenant was unable to be contacted directly in advance.

Analysis

Further to the sections of the Act referred to above, the attention of the parties is also drawn to the following sections of the Act:

Section 27: **Terminating or restricting services or facilities**

Section 28: **Protection of tenant's right to quiet enjoyment**

Section 29: Landlord's right to enter rental unit restricted

Section 38: Return of security deposit and pet damage deposit

The full text of the legislation, Fact Sheets, Residential Tenancy Policy Guidelines, forms and more can be accessed via the website: www.rto.gov.bc.ca/

In the face of highly argumentative parties and, in the absence of sufficient documentary evidence, I am unable to determine whether the landlord contravened the Act in relation to the provision of notice for the purpose of inspecting the unit. Once again, the attention of the parties is drawn to the relevant statutory provisions as above.

Finally, in the absence of a full and complete copy of the residential tenancy agreement, I am unable to determine what services and facilities were agreed by the parties to have been included in the rent.

Conclusion

Pursuant to all of the above, I hereby dismiss the tenant's application with leave to reapply.

DATE: June 18, 2009

Dispute Resolution Officer