



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

### Dispute Codes:

CNC

### Introduction

This hearing was scheduled in response to the Tenant's Application for Dispute Resolution, in which the Tenant has made application to set aside a Notice to End tenancy for Cause.

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present relevant oral evidence, to ask relevant questions, and to make submissions to me.

### Issue(s) to be Decided

The issue to be decided is whether the Notice to End Tenancy for Cause, served pursuant to section 47 of the *Residential Tenancy Act (Act)*, should be set aside.

### Background and Evidence

The Landlord and the Tenant agree that this tenancy began on February 01, 2004 and that the Tenant is currently required to pay monthly rent of \$916.00.

The Landlord and the Tenant agreed that the Tenant changed the lock to her rental unit sometime in March, April, or May of 2009. The parties agree that the Landlord had been informed that the lock had been changed but that he had never been provided with a key for the new lock.

The Landlord and the Tenant agree that a 1 Month Notice to End Tenancy for Cause was served on the Tenant sometime in June of 2009, which declared that the Tenant must vacate the rental unit by July 31, 2009. This Notice was not submitted in evidence, however the parties agree that the Notice was signed by the Landlord; that it was dated June 17, 2009; and that reason for ending the tenancy that was cited on the Notice to End Tenancy was that the Tenant has breached a material term of the tenancy that was not corrected within a reasonable time.



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The Landlord stated that he believes the Tenant breached a material term of the tenancy agreement when she failed to provide him with keys to the new lock that she had installed on the rental unit. He stated that he made numerous verbal requests for keys to the lock, although he acknowledged that he never made a written request for keys.

The Tenant acknowledged that the Landlord made several verbal requests for a key to her rental unit. She stated that she did not realize there was an urgency for providing the Landlord with keys and she simply kept forgetting to provide him with a key.

## Analysis

Section 47(1)(h) of the Act authorizes landlords to end a tenancy if a tenant fails to comply with a material term of the tenancy and the tenant does not correct the situation within a reasonable time after the landlord gives written notice to do so.

In these circumstances, the evidence clearly shows that the Tenant was never given written notice to correct any breach of the tenancy. I therefore find that the Landlord has not established that he has grounds to end this tenancy pursuant to section 47(1)(h) of the *Act*.

## *Conclusion*

As I have determined that the Landlord has not established grounds to end this tenancy pursuant to section 47(1)(h) of the Act, I hereby set aside the One Month Notice to End Tenancy, dated June 17, 2009, and I order that this tenancy continue until it is ended in accordance with the *Act*.

As I find the Tenant's application has merit, I hereby authorize the Tenant to deduct \$50.00 from her next rent payment, as compensation for the fee she paid to file this Application for Dispute Resolution.

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: August 12, 2009.

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Dispute Resolution Officer