



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      CNC, (CNL), LRE, FF

### Introduction

This matter dealt with an application by the Tenant to cancel a Notice to End Tenancy for Cause, for an Order placing restrictions on the Landlords' right to enter the rental unit and to recover the filing fee for this proceeding.

I find that the Tenant made an inadvertent error on his application in applying to cancel a One Month Notice to End Tenancy for Cause as he was only served with a Two Month Notice for Landlord's Use of Property. As a result, the Tenant's application is amended to include a claim to cancel a 2 Month Notice to End Tenancy.

The Tenant served the Landlords by registered mail on August 13, 2009 with the Application and Notice of Hearing. According to the Canada Post online tracking system, the Landlords received the hearing package on August 14, 2009. I find that the Landlords were served as required by s. 89 of the Act and the hearing proceeded in their absence.

### Issues(s) to be Decided

1. Are the Landlords entitled to end the tenancy?
2. Is an order required to restrict the Landlords from entering the rental unit?

### Background and Evidence

This tenancy started approximately 18 years ago. The Tenant said that on or about July 31, 2009, the Landlords served him with a 2 Month Notice to End Tenancy for Landlord's Use of Property. The Notice alleged that "the landlord has all necessary permits and approvals required by law to demolish the rental unit or repair the rental unit in a manner that requires the rental unit to be vacant."

The Tenant claimed that the repairs in question were damaged or missing tiles in a section of the living room which was a minor renovation that would not require vacant possession. The Tenant also claimed that he has recently had discussions with the Landlords and they have tentatively agreed that if the Landlords purchased the materials, the Tenant would install the flooring. The Tenant admitted that he has not



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discussed with the Landlords whether he would provide the labour for free or require compensation.

## Analysis

In the absence of any evidence from the Landlords in support of the 2 Month Notice to End Tenancy for Cause dated July 31, 2009, it is cancelled and the tenancy will continue.

The Tenant also confirmed that he did not wish to pursue his application to put restrictions on the Landlords' right to enter the rental unit. The Tenant claimed that he just didn't want the Landlords entering the rental unit to make the floor repairs. Consequently, that part of the Tenant's application is dismissed with leave to reapply.

As the Tenant has been successful in this matter, he is entitled to recover his filing fee of \$50.00 and registered mail expenses of \$9.11. I order pursuant to s. 72 of the Act that the Tenant may deduct these amounts (\$59.11) from his November 2009 rent when it is due and payable.

## Conclusion

The Tenant's application to put restrictions on the Landlords' right to enter the rental unit is dismissed with leave to re-apply. The balance of the Tenant's application is granted.

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: September 29, 2009.

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Dispute Resolution Officer