



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes CNC, RP, LAT, O

Introduction

This hearing dealt with an application by the tenant to cancel a notice to end tenancy for cause, order the landlord make repairs, authorize the tenant to change the locks and other. Both parties participated in the conference call hearing.

Issues to be Decided

Is the tenant entitled to any of the above under the Act.

Summary of Background and Evidence

This tenancy started in August 1, 2010 with rent of \$900.00. The tenant paid a security deposit of \$450.00 and a pet deposit of \$450.00. On September 24, 2010 the landlord served the tenant with a 'Notice to Quit' for non-compliance of lease terms.

The tenant testified that she primarily filed this application to dispute the notice given by the landlord. This notice to end tenancy is not on a form approved under the Act therefore the notice is in-valid and set aside. The tenant stated that the back, screen door latch still needed to be replaced but that she was fine with the latch not being fixed at this time. The tenant initially requested to have the locks changed as she felt someone was coming into her rental unit but now does not feel the necessity for having the locks changed. The tenant does not know how the furnace got shut off or how the valve to the propane tank was closed in October but as there have been no additional incidents the tenant is not seeking any resolution regarding these matters.

The tenant expressed that she does not want to communicate directly with the landlord at this time and stated in the hearing that she will provide the landlord her rent payments in the form of a money order and will mail them directly to the landlord. The tenant understands that if/when she finds alternate housing she needs to give 1 clear months notice to the landlord. The tenant also understands that should any urgent issues or emergencies arise regarding the tenancy that she is responsible for communicating with the landlord in a timely manner.

The landlord testified that the tenant has made numerous requests, some the landlord feels unreasonable such as building a closet in the basement. It was clarified to both



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parties that while the landlord has a duty to maintain the property so that it complies with health, safety and housing standards, requests such as building a closet in the basement is not something that the landlord is obliged to do. The landlord was advised that when giving a tenant notice for cause that 1 month's clear notice must be given on an approved form and that all approved forms, tenancy agreements etc are available on the Residential Tenancy Branch website at <http://www.rto.gov.bc.ca/>.

Analysis

Based on the documentary evidence and testimony I find that the tenant was not properly served with a notice to end tenancy for cause. Accordingly, the notice to end tenancy is hereby set aside and the tenancy continues in full force and effect. The tenant is entitled to recovery of the \$50.00 filing fee.

The balance of the tenant's application is dismissed.

Conclusion

I therefore set aside the landlord's 'Notice to Quit' for cause dated October 15, 2010 with the result that the tenancy continues uninterrupted.

The tenant may deduct \$50.00 from future rent owed to the landlord for recover of the filing fee paid to bring their application.

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: November 23, 2010

Dispute Resolution Officer