



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes CNC, AAT, O

Introduction

This hearing was convened by way of conference call to deal with the tenant's application for an order cancelling a notice to end tenancy for cause, and for an order allowing access to (or from) the unit or site for the tenant or the tenant's guests.

The tenant was represented by an agent who gave affirmed testimony and provided evidence in advance of the hearing. Despite being served personally with the Tenant's Application for Dispute Resolution and Notice of Hearing documents on March 31, 2011, the landlord did not attend. All testimony and evidence provided has been reviewed and is considered in this Decision.

Issue(s) to be Decided

Is the tenant entitled to an order cancelling a notice to end tenancy for cause?
Is the tenant entitled to an order allowing access to (or from) the unit or site for the tenant or the tenant's guests?

Background and Evidence

The tenant's agent testified that this tenancy began on October 1, 2010 and the tenant still resides in the rental unit. Rent is payable at the rate of \$15.00 per day which is collected by the landlord on the last day of each month, not in advance. There is no written tenancy agreement, and the tenant's agent testified that the rental unit is a travel trailer owned by the landlord situated on property that is also owned by the landlord.

The tenant's agent further testified that the landlord served the tenant with a notice to end the tenancy effective March 31, 2011. A copy of the notice was provided in advance of the hearing, and it is a note addressed to the tenant stating that it is the final eviction notice and the tenant is to be out of the residence on March 31, 2011. The note further states that the electricity to the rental unit will also be shut off on March 31, 2011. The agent testified that no other notice was received by the tenant; the note received by

the tenant is not dated, and is not in the approved form. The note was left on the door of the rental unit and the tenant found it on or about March 25, 2011.

The tenant's agent further testified that the landlord disconnected power to the rental unit on March 31, 2011 and barred him access to bathroom facilities by taking away his key. She stated that the landlord has a bathroom, and the tenants share bathroom facilities and are each given a key to access it. The tenant has been going elsewhere for bathroom facilities.

Analysis

I am satisfied in the evidence before me that the landlord was personally served with the Tenant's Application for Dispute Resolution and notice of hearing documents on March 31, 2011.

I further find that since the tenant rents the travel trailer as his primary residence, the travel trailer and the property that it sits on is owned by the same person, and the tenants do not share bathroom or kitchen facilities with the owner, the *Residential Tenancy Act* applies.

The *Act* requires that the landlord provide the tenant with one month's notice to end the tenancy for cause. The *Act* also requires that the notice to end the tenancy given by the landlord must be in the approved form. I find that the landlord has issued a notice that is not in the approved form, and the landlord has not provided one month's notice to the tenant. Therefore, the notice must be cancelled.

I further find that the landlord is in breach of the *Act* by removing the bathroom facilities and the hydro. The landlord has entered into a tenancy agreement with the tenant, whether or not that agreement is in writing, and the landlord has an obligation to abide by that contract and by the *Residential Tenancy Act*.

Conclusion

For the reasons set out above, the notice to end the tenancy provided by the landlord to the tenant is hereby cancelled and the tenancy will continue.

I further order the landlord to comply with the *Act* by returning the bathroom key to the tenant forthwith. If the landlord fails to do so, the tenant will be at liberty to apply for a monetary order for each day that the landlord fails to comply with this order.

I further order that the landlord return hydro to the rental unit forthwith. If the landlord fails to do so, the tenant will be at liberty to apply for a monetary order for each day that the landlord fails to comply with this order.

I further order that the landlord comply with the *Act* by allowing access to and from the rental unit and site for the tenant and the tenant's guests.

I further order that the tenant recover from the landlord \$50.00 for the cost of filing this application, and I order that the amount be deducted from rental payments due to the landlord presently or for a future month.

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: April 20, 2011.

Residential Tenancy Branch