



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC, O

Introduction

This matter dealt with an application by the Tenant for an Order that the Landlord comply with the Act or tenancy agreement.

Issue(s) to be Decided

1. Has the Landlord breached the Act or tenancy agreement?

Background and Evidence

This month-to-month tenancy started approximately 7 years ago. Rent is \$1,076.00 per month payable in advance on the 1st day of each month.

The Tenant claimed that on April 5, 2011 the building manager arrived at his door and handed him a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities and that this was witnessed by a friend. The Tenant said he had the rent money with him at the time which he gave to the building manager. The Tenant said the building manager gave him a verbal warning at that time that if he was late with his rent one more time, he would be served with a One Month Notice to End Tenancy for Cause. The Tenant also claimed that in mid-April, 2011 he received a letter from the Landlord which included instructions on how to clean the rental unit in preparation for showings to potential tenants. The Tenant said he then received a Notice of Entry on May 25, 2011 from the Landlord stating that the Landlord wanted to inspect the rental unit to prepare it for a new tenant.

The Tenant said he was confused by these letters and when he asked the building manager why he had received them, he was advised that it was because he was being evicted. The Landlord's agent argued that the Tenant was served in person on April 5, 2011 with a One Month Notice to End Tenancy for Cause (for repeated late payment of rent) by his building manager and he submitted a witness statement from her in support of that assertion. The Landlord's agent also claimed that he was present when the Tenant was served with this document (which the Tenant denied). Consequently, the Landlord's agent argued that the Landlord has acted reasonably in trying to prepare the

rental unit to be shown to prospective tenants. The Landlord's agent admitted that the Tenant made rent payments for May and June 2011 in cash for which the Tenant was given receipts *for rent* for each of those months.

Analysis

I make no finding as to whether the Tenant was served with a One Month Notice to End Tenancy for Cause on April 5, 2011 or not because neither of the Parties sought to cancel or to enforce a Notice to End Tenancy in this matter.

If the Tenant was served with an enforceable One Month Notice to End Tenancy for Cause and has not applied to dispute it within the 10 days granted under s. 47(4) of the Act, then I find that the Landlord would be entitled to inspect the rental unit and show it to prospective tenants provided that its agents complied with s. 29 of the Act. However, if the Tenant was not served with an enforceable One Month Notice to End Tenancy for Cause, then the Landlord would not be entitled to enter the rental unit to show it to or prepare it for prospective tenants.

The Landlord's agent admitted that he accepted payments from the Tenant for "rent" rather than "for use and occupancy" following the effective date of the One Month Notice to End Tenancy for Cause dated April 5, 2011. In doing so, the Landlord may be deemed to have reinstated the tenancy however, I make no finding in this regard as there is no application before me either to enforce or to cancel that Notice.

Conclusion

The Tenant's application is granted in part. 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: June 20, 2011.

Residential Tenancy Branch