



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      LAT, CNL, O, OLC

### Introduction

Some documentary evidence and written arguments has been submitted prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the applicant the opportunity to testify at the hearing.

The applicant testified that the respondent was served with notice of the hearing by personal service on May 16, 2012, however the respondent did not join the conference call that was set up for the hearing.

All testimony was taken under affirmation.

### Issue(s) to be Decided

This is a request to cancel a Notice to End Tenancy, a request for an order for the landlord to comply with the Residential Tenancy Act, and a request for an order authorizing the tenant to change the locks to the rental unit.

### Background and Evidence

The applicant testified that:

- the landlord served him with a Notice to End Tenancy that is not in the form required under the Residential Tenancy Act, and does not even refer to the proper sections of the Act.
- The landlord also gave keys to the rental unit to builders doing work at the property, and at times those builders have entered his unit without notice.

The applicant is therefore requesting that the Notice to End Tenancy be cancelled, and that he be allowed to change the locks at the rental unit. The applicant is also requesting that the landlord be ordered to comply with the Residential Tenancy Act and give proper notice before entering the rental unit.

Analysis

I have reviewed the evidence supplied by the applicant for today's hearing, and the applicant is correct that the Notice to End Tenancy served on him is an invalid notice.

The Residential Tenancy Act requires that the Notice to End Tenancy be in the approved form, and this is an old form that has not been used for some time and does not even make reference to the correct Sections of the Act.

I also accept the applicant's testimony that builders hired by the landlord have accessed his rental unit without proper notice and therefore I allow his request to change the locks.

Conclusion

I hereby order that the Notice to End Tenancy dated April 29, 2012 is invalid and is therefore cancelled, and this tenancy continues.

I hereby order that the tenant is authorized to change the locks to the rental unit and is not required to supply keys to the landlord until such time as the tenancy ends.

I hereby order that the landlord comply with the Residential Tenancy Act and ensure that proper 24-hour written notice is given to the tenant before entering the rental unit.

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 06, 2012.

---

Residential Tenancy Branch