



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      AAT, CNC, CNL, DRI, FF, LAT, LRE

### Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

### Issue(s) to be Decided

On the application for dispute resolution the applicants have checked off the following boxes:

- dispute an additional rent increase
- cancel a Notice to End Tenancy issued for cause
- cancel a Notice to End Tenancy issued for landlord use of the rental property
- suspend or set conditions on the landlords right to enter the rental unit
- allow access to the unit or site for the tenant or the tenants guests
- authorized the tenant to change the locks to the rental unit
- recover filing fee from the landlord for the cost of this application.

Decision and reasons

Dispute an additional rent increase

The applicant stated that they have not received a rent increase for their rental unit and that this box has been checked off in error.

Cancel a Notice to End Tenancy given for cause

On June 29, 2012 the landlord personally served the tenants with a one month Notice to End Tenancy, however the landlord has failed to check off any of the boxes that state the reasons for this one-month notice.

For a one month Notice to End Tenancy to be a valid notice, the landlord must check off at least one of the reasons boxes.

Therefore it is my finding that this is not a valid Notice to End Tenancy and I therefore set the notice aside.

Cancel Notice to End Tenancy given for landlord use

At this time the landlord has not given the tenant a Notice to End Tenancy for landlord use, and the tenant stated that this box was checked off in error.

Allow access to the unit or site for the tenant or the tenant's guests

The tenant also stated that this box was checked off in error, because at this time the landlord is not restricting access to the unit in any way.

Suspend or set conditions on the landlord's right to enter the rental unit, and authorized the tenant to change the locks to the rental unit

The tenant testified that the reason she has checked off these two boxes is because she wants a lock put on the door between her rental unit and the landlords suite. She stated that at this time there is a lock on the landlords side, however there is no lock on their side of the door in the landlord can enter at any time. She is therefore requesting an order that the landlord install a lock on their side of the door between the rental unit and the landlord's rental unit.

The landlord stated that he has no problem installing a lock on the tenant's side of the door between the two units.

### Conclusion

As stated above the Notice to End Tenancy dated June 29, 2012 is hereby cancelled and this tenancy continues.

I have issued an order for the landlord to install a lock on the tenant's side of the door that separates the tenants unit from the landlords unit, so that the tenants are able to secure the door from their side.

I further Order, that the landlord bear the cost of the filing fee paid for this hearing. The tenant may therefore deduct \$50.00 from future rent payable to the landlord.

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: July 26, 2012.

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Residential Tenancy Branch