



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MT, CNC, MNDC, OLC, LRE, AS

Introduction

The tenant has applied for dispute resolution requesting more time to apply to cancel a 1 Month Notice Ending Tenancy for Cause, to cancel a 1 Month Notice to End Tenancy for Cause, compensation for damage or loss under the Act, Orders the landlord comply with the Act, that conditions be placed on the landlord's right to enter the rental unit and an Order allowing the tenant to change the locks to the rental unit.

Preliminary Matters

The tenant attended the conference call hearing at the scheduled start time; 9 a.m.

The tenant provided affirmed testimony that the male landlord was personally served the amended Notice of this hearing; at the landlord's place of work, with a witness present, at 3 p.m. on October 26, 2012.

The female landlord was sent registered mail on October 26, 2012; the tenant checked the Canada Post tracking information and determined that the female landlord had signed, accepting the registered mail that contained the amended application.

The landlord submitted several pages of evidence, in response to the tenant's application.

Based on the testimony of the tenant I find that each landlord was served with Notice of this hearing. Service to the male landlord was completed on the date of personal delivery; October 26, 2012. I find that the female landlord was served on the 5th day after the registered mail was sent; October 31, 2012.

The tenant gave the landlord's each a copy of his evidence package, in person, on November 20, 2012. The female landlord was personally served at her residence; the male landlord was served at his place of work. This evidence is deemed to have been served to each of the respondents.

Twenty-six minutes into the hearing the landlord's daughter and the female landlord entered the conference call; the male landlord was not identified as being present. Both parties were affirmed and a brief summary of the details of the hearing, to that point,

was provided. I explained that the hearing was well under way, that parties are expected to attend at the scheduled start time of the hearing. The landlord's agent explained they had tried to call into the hearing, but provided no detail as to when they had commenced efforts to enter the hearing.

The landlord could not provide any details as to when their evidence had been placed on the tenant's door; the tenant said he did not receive an evidence submission. Therefore, I find that the tenant was not served with the landlord's 7 page evidence package; the landlord was at liberty to make oral submissions in relation to their evidence.

Once the landlord entered the hearing it was confirmed that 2 Notices to end tenancy for cause were issued to the tenant; one on October 12, 2012; a 2nd on October 24, 2012. I determined that the 2nd Notice was meant to replace the October 12, 2012 Notice. Therefore, the hearing proceeded in relation to the October 24, 2012.

The tenant received the initial Notice on October 15, 2012 and applied to cancel the Notice on October 25, 2012; within the required time-frame. The application was amended on October 26, 2012 and included a request to cancel the 2nd Notice received on that date. Therefore, the tenant did not require more time to submit his application.

During the hearing, after the landlord's agent entered the call, at times there was yelling and disturbances being caused by a male, who could be heard in the background. The agent apologized for the disruptions caused to the running of the hearing.

Issue(s) to be Decided

Should the 1 Month Notice to End Tenancy for Cause issued on October 24, 2012 be cancelled?

Is the tenant entitled to compensation in the sum of \$6,400.00 as compensation for damage or loss under the Act?

Should the landlord's right to enter the rental unit be suspended or should conditions be placed on the landlord's right to enter the rental unit?

May the tenant change the locks to the rental unit?

Should the landlord be Ordered to comply with the Act?

Background and Evidence

The landlord and the tenant agreed that a 1 Month Notice to End Tenancy for Cause issued on October 24, 2012 was served on the tenant indicating that the tenant has:

- allowed an unreasonable number of occupants in the unit;
- that the tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord;

And, that the tenant has engaged in illegal activity that has or is likely to:

- Damage the landlord's property; and
- Adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord.

The tenancy commenced on September 1, 2012; rent is \$1,050.00, due on the 1st day of each month. A deposit in the sum of \$525.00 was paid. The unit is one of 4, in a wood-frame 4-plex. The unit has 2 bedrooms; the tenant's laundry is in the basement, for his exclusive use.

A tenancy agreement was not signed; the tenant said he was not prohibited from having a dog. The landlord said the tenant was not to have a pet. The landlord has recently attempted to have the tenant signed a tenancy agreement; the tenant has refused to do so.

The landlord uses a basement entry, from a small a business that she runs. The landlord uses the basement space as it contains the bathroom for her business and the power must be turned on from that space. The tenant parks outside of the basement area and can enter his unit through the basement. There is a door at the top of the stairs, leading to the tenant's unit.

The landlord said that the tenant has too many guests, that every day they see a lot of people at the unit. The landlord does not know if other people are living in the unit with the tenant. One day the landlord was at the unit and found unknown people in the unit. The landlord also read from several letters issued by other occupants of the building; complaining of sounds that the tenant's door makes and of laundry being done at 1:30 a.m. The letters acknowledged that the stereo is no longer played loudly. Occupants complained of slamming doors and associates of the tenant coming by the home a lot.

The tenant responded that the landlord is being unreasonable, that he has never been given any notice of problems. The tenant said that without even knowing the door was bothering other occupants, he fixed his front door himself and that he was not told running his laundry was disturbing others.

The tenant's written submission confirmed that on October 4, 2012 a neighbour had complained directly to him about his stereo, so he disconnected a sub-woofer and has had no complaints since that time.

On October 5, 2012 the female landlord called the tenant and then had an unknown male speak with the tenant. This male told the tenant he had 24 hours to vacate the rental unit or that the tenant's belongings would be thrown on the street with the assistance of a Sheriff. The tenant did not know who this person was, so he hung up the phone; he found the call highly distressing.

The tenant said that his belongings in the basement were being moved and that when he spoke to the landlord he discovered that the landlord was entering that portion of the building, as part of her business she operates on the site.

On October 8, 2012, the tenant asked the landlord to have the fireplace inspected and was told the person who does that work is too busy but that it would be completed soon. The tenant would like the fireplace inspected so can commence using it safely.

On October 9, 2012 the female landlord met with the tenant and a male, who the tenant assumed was the person who had threatened to evict him. The landlord insisted the tenant sign the lease; the tenant wanted to have a copy and to change 2 clauses; one, allowing him to keep his dog and 2nd, allowing the landlord access to the basement. The landlord refused to make any changes and then tried to force the tenant to sign a condition inspection report without having inspected the unit. The male yelled at the tenant; but he refused to sign the documents. Again, the tenant found this experience stressful.

On October 11, 2012, the male landlord called the tenant and asked him to vacate as he was too loud. As the tenant felt threatened he placed a lock on the basement door that leads to the landlord's business.

The tenant was admitted to hospital on October 10, 2012 and asked friends to go to his unit to care for his dog. Written statements were supplied by the tenant's friends; one friend explained that he arrived at the unit on October 11th to find another friend present, who had stayed the night at the unit. The female landlord was present on the property, demanding to enter the unit. The landlord is described as having pushed her way into the home, asking to talk with the 2nd person there. The landlord was told she needed 24 hours notice to enter, but she wanted to enter the basement, as she had been locked out.

The friend who had spent the night at the unit submitted a statement indicating he had been asked to stay at the unit as his friend's dog needed attention. The landlord had come to the door; she was aggravated and irrational. As the landlord was so upset the friend allowed her to enter the living room. He then went to the basement and unlocked that door for the landlord. The landlord exited the rental unit, but came back into the unit via the basement entry. The landlord then insisted that the lock that had been placed on the basement door be removed.

The tenant supplied a letter from a friend who had parked in the driveway of the rental unit; he was accosted by a male, who yelled at him. A female was present, watching

the male yell and demand he not park on the driveway. The friend felt intimidated. The tenant had been given this parking spot as part of the tenancy and has continued to park there.

The tenant supplied a copy of an October 12, 2012 letter issued by the landlord, which informed the tenant that he must vacate the unit. The note said that the tenant had refused to sign a tenancy agreement, that he had damaged the garage door and a kitchen cupboard, that the hydro and water bills had not been transferred to the tenant; that 5 or 6 people were on the property smoking and using drugs and disturbing the neighbours.

On October 28, 2012 the tenant noticed that some of his art panels in his suite had been knocked over and socks were caught in the door, at the top of the basement stair entry; leading the tenant to believe the door had been opened and that the socks had been caught in the door. The tenant suspected the landlord had entered his unit; no permission had been given.

On November 4, 2012 the parties met in an attempt by the tenant to settle the matters; the landlord refused.

The tenant submitted that on November 15, 2012 the previous occupant of the unit received a call from a security company who told him that the tenant was under investigation as he was illegally occupying the unit. The previous occupant told the security company representative that the tenant had paid his deposit. When the tenant called the security company the next day the manager said they know nothing about the situation.

On November 20, 2012 the tenant reinstalled a lock to the basement door, barring the landlord access to the basement. The male landlord then called the tenant and called him a bad man; the tenant said he would comply by removing the lock if the landlord would stop telling him to get rid of his dog. The tenant said that the previous occupant had had a dog and that he had not been told he could not have his dog.

The tenant said he does not mind if the landlord enters the basement to use the bathroom and turn on the power, but that she must stop harassing him. The tenant feels that he has lost enjoyment of his home, as a result of the threats made by the male and the landlord's entry to him home. The tenant wants the landlord's right to enter the unit restricted.

The tenant has checked his gas and hydro company records, both of which show they are fully paid to the end of November, 2012. The tenant does have multiple guests and denies the use of any drugs on the property; those allegations are not true and are intimidating.

The landlord did not provide any submission in relation to illegal activity in which the tenant has engaged.

Analysis

When a tenant applies to cancel a Notice ending tenancy, the burden of proving the reasons on the Notice is that of the landlord's.

Outside of general allegations made against the tenant, I find that the landlord has not proven on the balance of probabilities that the tenancy should end for the reasons given on the Notice. The tenant was not notified of any complaints, outside of the stereo, which he immediately addressed; and that complaint was made to the tenant by another occupant, not the landlord. The tenant did not know his laundry was disturbing others and he fixed the door on his own volition.

The landlord supplied no evidence that the tenant or his guests are engaging in illegal activities.

Therefore, I find that the Notice ending tenancy issued on October 24, 2012 is of no force or effect. This tenancy will continue until it is ended in accordance with the Act.

The Notice issued October 12, 2012 is also of no force or effect, it was replaced with the October 24, 2012 Notice.

In relation to the tenant's monetary claim for loss of quiet enjoyment, I find the claim for \$6,300.00 to be excessive.

I find that the tenant was not directly disturbed when the landlord entered the unit when he was hospitalized or when the confrontation occurred with his friend over the parking, but I do find that the actions of the landlord had an indirect impact on the tenant's enjoyment of his home. The tenant is allowed to have guests come to his home and to stay with him as he pleases and interference with that right forms a breach of the Act and the tenant's right to enjoy his home.

There is no direct evidence that the landlord entered the unit in the absence of the tenant. The socks could easily have been caught in the door by the tenant himself. However, the landlord is warned that they may not enter the home unless it is in accordance with section 29 of the Act, which I have appended after the conclusion of this decision. The entry must be for a reasonable purpose only. In the absence of evidence that the landlord has entered the home without proper Notice, I find that an Order barring entry is not required. The tenant has leave to reapply for Orders should future entry, in breach of the Act, occur.

I find that the call placed to the tenant on October 5, 2012, was a serious breach of the tenant's right to quiet enjoyment. The female landlord called the tenant and then placed a male on the line, who threatened the tenant with 24 hour eviction. I find that this type of threatening behaviour could easily have caused the tenant to feel disturbed and confused.

Section 28 of the Act provides:

Protection of tenant's right to quiet enjoyment

28 *A tenant is entitled to quiet enjoyment including, but not limited to, rights to the following:*

- (a) reasonable privacy;*
- (b) freedom from unreasonable disturbance;*
- (c) exclusive possession of the rental unit subject only to the landlord's right to enter the rental unit in accordance with section 29 [landlord's right to enter rental unit restricted];*
- (d) use of common areas for reasonable and lawful purposes, free from significant interference*

When making a claim for damages under a tenancy agreement or the Act, the party making the allegations has the burden of proving their claim. Proving a claim in damages requires that it be established that the damage or loss occurred, that the damage or loss was a result of a breach of the tenancy agreement or Act, verification of the actual loss or damage claimed and proof that the party took all reasonable measures to mitigate their loss.

Residential Tenancy Branch policy suggests that an arbitrator may also award “nominal damages”, which are a minimal award. These damages may be awarded where there has been no significant loss or no significant loss has been proven, but they are an affirmation that there has been an infraction of a legal right. I have considered nominal damages in relation to the compensation claimed by the tenant.

Therefore, as I have determined that the behaviour of the landlord on October 5, 2012 did cause a disturbance to the tenant, in breach of the tenant's right to quiet enjoyment of his home, I find that the tenant is entitled to nominal compensation in the sum of \$150.00; which may be deducted from the next month's rent due.

I find that the balance of the monetary claim is dismissed.

The tenant has the right to continued enjoyment of his home, without the interference of the landlord or their agents. A failure to do so could result in further claims by the tenant.

Pursuant to section 62(3) of the Act I have made the following Orders:

- In the absence of a written tenancy agreement barring the tenant from having a pet, that the tenant is allowed to keep his pet;
- That the basement area is a common area for the use of both parties;
- That the tenant has a parking space for his use or the use of his guests,
- That the landlord must immediately ensure that the door at the top of the stairs leading from the basement, to the unit, has a functioning lock that may be locked

from the inside and the outside and that the tenant is immediately given keys to that lock; and

- That if the landlord fails to ensure that the lock is installed by December 21, 2012, that the tenant may install a lock set; that he must immediately give the landlord a key to the lock and that the cost of the lock and keys may be deducted from the next month's rent due.

The tenant is at liberty to install a sliding lock set on the inside of his door, which would bar entry from the basement stairs.

Section 12 of the Act provides guidance when a tenancy agreement has not been signed. Therefore, as a tenancy agreement was not signed at the time the tenant took possession of the unit, pursuant to section 12 of the Act I find that this tenancy includes all of the terms as set out in the Schedule, which has been appended after the conclusion of this decision. Neither party may compel another to sign an agreement changing any standard term of a tenancy; changes to a non-standard term may only be made by mutual agreement, in writing.

Conclusion

The 1 Month Notice to End Tenancy for Cause issued on October 12, 2012 and October 24, 2012 are of no force or effect. The tenancy will continue until it is ended in accordance with the Act.

The tenant may deduct \$150.00 as compensation for loss of quiet enjoyment, from the next month's rent due. The balance of the monetary claim is dismissed.

The parties are to comply with the Orders set out in the analysis section of this decision.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: December 4, 2012, 2012.

Residential Tenancy Branch

Landlord's right to enter rental unit restricted

- 29** (1) *A landlord must not enter a rental unit that is subject to a tenancy agreement for any purpose unless one of the following applies:*
- (a) *the tenant gives permission at the time of the entry or not more than 30 days before the entry;*

(b) at least 24 hours and not more than 30 days before the entry, the landlord gives the tenant written notice that includes the following information:

- (i) the purpose for entering, which must be reasonable;
- (ii) the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant otherwise agrees;

(c) the landlord provides housekeeping or related services under the terms of a written tenancy agreement and the entry is for that purpose and in accordance with those terms;

(d) the landlord has an order of the director authorizing the entry;

(e) the tenant has abandoned the rental unit;

(f) an emergency exists and the entry is necessary to protect life or property.

(2) A landlord may inspect a rental unit monthly in accordance with subsection (1) (b).

Schedule

[am. B.C. Reg. 234/2006, s. 22.]

Application of the Residential Tenancy Act

1 (1) The terms of this tenancy agreement and any changes or additions to the terms may not contradict or change any right or obligation under the Residential Tenancy Act or a regulation made under that Act, or any standard term. If a term of this tenancy agreement does contradict or change such a right, obligation or standard term, the term of the tenancy agreement is void.

(2) Any change or addition to this tenancy agreement must be agreed to in writing and initialed by both the landlord and the tenant. If a change is not agreed to in writing, is not initialed by both the landlord and the tenant or is unconscionable, it is not enforceable.

(3) The requirement for agreement under subsection (2) does not apply to the following:

(a) a rent increase given in accordance with the Residential Tenancy Act;

(b) a withdrawal of, or a restriction on, a service or facility in accordance with the Residential Tenancy Act;

(c) a term in respect of which a landlord or tenant has obtained an order of the director that the agreement of the other is not required.

Security deposit and pet damage deposit

2 (1) The landlord agrees

(a) that the security deposit and pet damage deposit must each not exceed one half of the monthly rent payable for the residential property,

(b) to keep the security deposit and pet damage deposit during the tenancy and pay interest on it in accordance with the regulation, and

(c) to repay the security deposit and pet damage deposit and interest to the tenant within 15 days of the end of the tenancy agreement, unless

(i) the tenant agrees in writing to allow the landlord to keep an amount as payment for unpaid rent or damage, or

(ii) the landlord makes an application for dispute resolution under the Residential Tenancy Act within 15 days of the end of the tenancy agreement to claim some or all of the security deposit or pet damage deposit.

(2) The 15 day period starts on the later of

(a) the date the tenancy ends, or

(b) the date the landlord receives the tenant's forwarding address in writing.

(3) If a landlord does not comply with subsection (1), the landlord

(a) may not make a claim against the security deposit or pet damage deposit, and

(b) must pay the tenant double the amount of the security deposit, pet damage deposit, or both.

(4) The tenant may agree to use the security deposit and interest as rent only if the landlord gives written consent.

Pets

3 *Any term in this tenancy agreement that prohibits, or restricts the size of, a pet or that governs the tenant's obligations regarding the keeping of a pet on the residential property is subject to the rights and restrictions under the Guide Animal Act.*

Condition inspections

4 *(1) In accordance with sections 23 and 35 of the Act [condition inspections] and Part 3 of the regulation [condition inspections], the landlord and tenant must inspect the condition of the rental unit together*

(a) when the tenant is entitled to possession,

(b) when the tenant starts keeping a pet during the tenancy, if a condition inspection was not completed at the start of the tenancy, and

(c) at the end of the tenancy.

(2) The landlord and tenant may agree on a different day for the condition inspection.

(3) The right of the landlord to claim against a security deposit or a pet damage deposit, or both, for damage to residential property is extinguished if the landlord does not perform the landlord's obligations under sections 23 and 35 of the Residential Tenancy Act.

(4) A right of the tenant to the return of a security deposit or a pet damage deposit, or both, is extinguished if the tenant fails to perform the tenant's obligations under section 23 and 35 of the Residential Tenancy Act.

Payment of rent

5 *(1) The tenant must pay the rent on time, unless the tenant is permitted under the Act to deduct from the rent. If the rent is unpaid, the landlord may issue a notice to end a tenancy to the tenant, which may take effect not earlier than 10 days after the date the tenant receives the notice.*

(2) The landlord must not take away or make the tenant pay extra for a service or facility that is already included in the rent, unless a reduction is made under section 27 (2) of the Act.

(3) The landlord must give the tenant a receipt for rent paid in cash.

(4) The landlord must return to the tenant on or before the last day of the tenancy any post-dated cheques for rent that remain in the possession of the landlord. If the landlord does not have a forwarding address for the tenant and the tenant has vacated the premises without notice to the landlord, the landlord must forward any post-dated cheques for rent to the tenant when the tenant provides a forwarding address in writing.

Rent increase

6 (1) Once a year the landlord may increase the rent for the existing tenant. The landlord may only increase the rent 12 months after the date that the existing rent was established with the tenant or 12 months after the date of the last legal rent increase for the tenant, even if there is a new landlord or a new tenant by way of an assignment. The landlord must use the approved Notice of Rent Increase form available from any Residential Tenancy office or Government Agent.

(2) A landlord must give a tenant 3 whole months notice, in writing, of a rent increase.

[For example, if the rent is due on the 1st of the month and the tenant is given notice any time in January, including January 1st, there must be 3 whole months before the increase begins. In this example, the months are February, March and April, so the increase would begin on May 1st.]

(3) The landlord may increase the rent only in the amount set out by the regulation. If the tenant thinks the rent increase is more than is allowed by the regulation, the tenant may talk to the landlord or contact the Residential Tenancy office for assistance.

(4) Either the landlord or the tenant may obtain the percentage amount prescribed for a rent increase from the Residential Tenancy office.

Assign or sublet

7 (1) The tenant may assign or sublet the rental unit to another person with the written consent of the landlord. If this tenancy agreement is for a fixed length of 6 months or more, the landlord must not unreasonably withhold consent. Under an assignment a new tenant must assume all of the rights and obligations under the existing tenancy agreement, at the same rent. The landlord must not charge a fee or receive a benefit, directly or indirectly, for giving this consent.

(2) If a landlord unreasonably withholds consent to assign or sublet or charges a fee, the tenant may make an application for dispute resolution under the Residential Tenancy Act.

Repairs

8 (1) Landlord's obligations:

(a) The landlord must provide and maintain the residential property in a reasonable state of decoration and repair, suitable for occupation by a tenant. The landlord must comply with health, safety and housing standards required by law.

(b) If the landlord is required to make a repair to comply with the above obligations, the tenant may discuss it with the landlord. If the landlord refuses to make the repair, the tenant may make an application for dispute resolution under

the Residential Tenancy Act seeking an order of the director for the completion and costs of the repair

(2) Tenant's obligations:

(a) The tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access. The tenant must take the necessary steps to repair damage to the residential property caused by the actions or neglect of the tenant or a person permitted on the residential property by that tenant. The tenant is not responsible for repairs for reasonable wear and tear to the residential property.

(b) If the tenant does not comply with the above obligations within a reasonable time, the landlord may discuss the matter with the tenant and may make an application for dispute resolution under the Residential Tenancy Act seeking an order of the director for the cost of repairs, serve a notice to end a tenancy, or both.

(3) Emergency repairs:

(a) The landlord must post and maintain in a conspicuous place on the residential property, or give to the tenant in writing, the name and telephone number of the designated contact person for emergency repairs.

(b) If emergency repairs are required, the tenant must make at least two attempts to telephone the designated contact person, and then give the landlord reasonable time to complete the repairs.

(c) If the emergency repairs are still required, the tenant may undertake the repairs, and claim reimbursement from the landlord, provided a statement of account and receipts are given to the landlord. If the landlord does not reimburse the tenant as required, the tenant may deduct the cost from rent. The landlord may take over completion of the emergency repairs at any time.

(d) Emergency repairs must be urgent and necessary for the health and safety of persons or preservation or use of the residential property and are limited to repairing

(i) major leaks in pipes or the roof,

(ii) damaged or blocked water or sewer pipes or plumbing fixtures,

(iii) the primary heating system,

(iv) damaged or defective locks that give access to a rental unit, or

(v) the electrical systems.

Occupants and guests

9 *(1) The landlord must not stop the tenant from having guests under reasonable circumstances in the rental unit.*

(2) The landlord must not impose restrictions on guests and must not require or accept any extra charge for daytime visits or overnight accommodation of guests.

(3) If the number of occupants in the rental unit is unreasonable, the landlord may discuss the issue with the tenant and may serve a notice to

end a tenancy. Disputes regarding the notice may be resolved by applying for dispute resolution under the Residential Tenancy Act.

Locks

- 10** (1) *The landlord must not change locks or other means of access to residential property unless the landlord provides each tenant with new keys or other means of access to the residential property.*
(2) *The landlord must not change locks or other means of access to a rental unit unless the tenant agrees and is given new keys.*
(3) *The tenant must not change locks or other means of access to*
(a) *common areas of residential property, unless the landlord consents to the change, or*
(b) *his or her rental unit, unless the landlord agrees in writing to, or the director has ordered, the change.*

Landlord's entry into rental unit

- 11** (1) *For the duration of this tenancy agreement, the rental unit is the tenant's home and the tenant is entitled to quiet enjoyment, reasonable privacy, freedom from unreasonable disturbance, and exclusive use of the rental unit.*
(2) *The landlord may enter the rental unit only if one of the following applies:*
(a) *at least 24 hours and not more than 30 days before the entry, the landlord gives the tenant a written notice which states*
(i) *the purpose for entering, which must be reasonable, and*
(ii) *the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant agrees otherwise;*
(b) *there is an emergency and the entry is necessary to protect life or property;*
(c) *the tenant gives the landlord permission to enter at the time of entry or not more than 30 days before the entry;*
(d) *the tenant has abandoned the rental unit;*
(e) *the landlord has an order of the director or of a court saying the landlord may enter the rental unit;*
(f) *the landlord is providing housekeeping or related services and the entry is for that purpose and at a reasonable time.*
(3) *The landlord may inspect the rental unit monthly in accordance with subsection (2) (a).*
(4) *If a landlord enters or is likely to enter the rental unit illegally, the tenant may make an application for dispute resolution under the Residential Tenancy Act seeking an order of the director to change the locks, keys or other means of access to the rental unit and prohibit the landlord from obtaining entry into the rental unit. At the end of the tenancy, the tenant must give the key to the rental unit to the landlord.*

Ending the tenancy

- 12** (1) *The tenant may end a monthly, weekly or other periodic tenancy by giving the landlord at least one month's written notice. A notice given the day before the rent is due in a given month ends the tenancy at the end of the following month.*

[For example, if the tenant wants to move at the end of May, the tenant must make sure the landlord receives written notice on or before April 30th.]

- (2) This notice must be in writing and must
 - (a) include the address of the rental unit,*
 - (b) include the date the tenancy is to end,*
 - (c) be signed and dated by the tenant, and*
 - (d) include the specific grounds for ending the tenancy, if the tenant is ending a tenancy because the landlord has breached a material term of the tenancy.**
- (3) If this is a fixed term tenancy and the agreement does not require the tenant to vacate at the end of the tenancy, the agreement is renewed as a monthly tenancy on the same terms until the tenant gives notice to end a tenancy as required under the Residential Tenancy Act.*
- (4) The landlord may end the tenancy only for the reasons and only in the manner set out in the Residential Tenancy Act and the landlord must use the approved notice to end a tenancy form available from the Residential Tenancy office.*
- (5) The landlord and tenant may mutually agree in writing to end this tenancy agreement at any time.*
- (6) The tenant must vacate the residential property by 1 p.m. on the day the tenancy ends, unless the landlord and tenant otherwise agree.*

Landlord to give tenancy agreement to tenant

- 13** *The landlord must give the tenant a copy of this agreement promptly, and in any event within 21 days of entering into the agreement.*

Dispute resolution

- 14** *Either the tenant or the landlord has the right to make an application for dispute resolution, as provided under the Residential Tenancy Act.*

Note: *this regulation repeals B.C. Regs. 161/2000, 264/98, 370/99, 125/2001 and 49/96.*

[Provisions of the Residential Tenancy Act, S.B.C. 2002, c. 78, relevant to the enactment of this regulation: sections 97, 104 and 115]