



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

Decision

Dispute Codes:

CNC, LA

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant seeking to cancel a One Month Notice to End Tenancy for Cause and an order to permit the tenant to change the locks.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained. The participants had an opportunity to submit documentary evidence prior to this hearing, and the evidence has been reviewed. The tenant confirmed receipt of the landlord's evidence package. The parties were also permitted to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the evidence and testimony provided.

Issue(s) to be Decided

Should the One Month Notice to End Tenancy for Cause be set cancelled?

Is the tenant entitled to change the locks?

Preliminary Issue

The tenant had applied to obtain an order cancelling the One Month Notice to End Tenancy for Cause.

Although the tenant had not submitted a copy of the One Month Notice to End Tenancy for Cause, a copy of this Notice was submitted into evidence by the landlord.

On the Notice, I find that the landlord failed include the date that the document was issued and had also failed to sign the Notice. The landlord requested that the Notice still be considered, despite this missing data on the form.

In determining this matter, I find that section 52 Of the Act states that, in order to be effective, a notice to end a tenancy must be in writing and must:

(a) **be signed and dated** by the landlord or tenant giving the notice, (my emphasis),

- (b) give the address of the rental unit,
- (c) state the effective date of the notice,
- (d) except for a notice under section 45 (1) or (2) *[tenant's notice]*, state the grounds for ending the tenancy, and
- (e) when given by a landlord, be in the approved form. (my emphasis)

Given the above, I find that the One Month Notice to End Tenancy for Cause is of no force nor effect as it does not comply with the specific requirements under the Act.

Background and Evidence

The remaining issue to be determined is the portion of the tenant's application seeking an order to authorize the tenant to change the locks.

The tenancy began on July 15, 2006 and the current rent is \$489.00. The tenant testified that the landlord had been entering his suite without Notice during his absence. The landlord disputed that this had ever occurred and pointed out that the tenant made it a practice to permit other individuals to freely enter his suite.

Analysis

In regard to the tenant's request for an order authorizing the tenant to change the locks, I find that section 28 of the Act states that 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]; (my emphasis)

Section 29 (1) of the Act provides that 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;

In regard to the tenant's request for authorization to change the locks, I find insufficient evidence was submitted by the tenant to prove that the landlord had refused to comply with the above provisions of the Act. Based on the evidence before me, I do not find that an order permitting a change of locks is warranted under the Act and therefore the portion of the tenant's application seeking an order authorizing a change of the locks must be dismissed on its merits.

Based on the evidence before me, I hereby order that the One-Month Notice to End Tenancy for Cause is cancelled and of no force nor effect. The remainder of the tenant's application is hereby dismissed without leave.

Conclusion

The tenant is partially successful in the application as the One Month Notice to End Tenancy for Cause is cancelled based on a deficiency in the Notice and the tenant's request for an order authorizing the tenant to change the locks is dismissed.

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: February 13, 2013

Residential Tenancy Branch