



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC, OLC

Introduction

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for cause and for an order directing the landlord to comply with the *Act*.

The tenant testified that she served the notice of hearing on the landlord in person on June 26, 2014. Despite having been served the notice of hearing, the landlord did not attend the hearing. The tenant attended the hearing and was given full opportunity to present evidence and make submissions.

Issue to be Decided

Does the landlord have grounds to end this tenancy? Has the landlord caused the tenant her loss of quiet enjoyment and privacy?

Background and Evidence

The tenancy began On October 01, 2013. The monthly rent is \$525.00 payable on the first day of each month. The tenant occupies a side suite. The landlord resides in the main house adjacent to the tenant's suite.

On June 24, 2014, the landlord served the tenant with a notice to end tenancy for cause. The tenant disputed the notice in a timely manner. The notice to end tenancy for cause was not signed by the landlord and also did not provide information on the reasons for the notice.

The tenant stated that the landlord enters her suite without providing notice thereby disrupting her quiet enjoyment of the rental unit. The tenant was unable to provide details of when the landlord entered the suite. She remembered that the landlord visited her the night before this hearing, but stated that he did so to take her garbage can to the curb.

Analysis

In order to support the notice to end tenancy, the landlord must prove at least one of the grounds alleged as the reason for the notice to end tenancy. The landlord did not allege any grounds, did not file any evidence to support the reasons for the notice to end tenancy and did not attend the hearing. Based on the incomplete notice to end tenancy and without other evidence to support the notice, the landlord has not met the burden of proof and therefore I allow the tenant's application and set aside the landlord's notice to end tenancy.

Regarding the landlord's right to enter the rental unit, Section 29 of the *Residential Tenancy Act* states 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.

Pursuant to Section 29, I order the landlord to provide at least 24 hours notice of entry to the tenant in writing, prior to entering the rental unit.

Conclusion

The notice to end tenancy is set aside and the tenancy shall continue.

I order the landlord to comply with section 29 of the *Residential Tenancy Act*, prior to 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: August 20, 2014

Residential Tenancy Branch

