



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Cascadia Apartment Rentals Ltd  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC, OPC, FF

### Introduction

This hearing was convened in response to an application by the Tenant and an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”).

The Tenant applied on February 19, 2016 for:

1. An Order cancelling a notice to end tenancy - Section 46.

The Landlord applied on February 25, 2016 for:

1. An Order of Possession - Section 55; and
2. An Order to recover the filing fee for this application - Section 72.

The Tenant and Landlord were each given full opportunity under oath to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Does the Landlord have a valid reason to end the tenancy?

Is the Tenant entitled to a cancellation of the notice to end tenancy?

Is the Landlord entitled to recovery of the filing fee?

### Background and Evidence

On February 16, 2016 the Landlord served the Tenant with a one month notice to end tenancy for cause (the "Notice"). A copy of that Notice has been provided as evidence. The Notice indicates that the Tenant breached a material term of the tenancy agreement.

The Landlord states that the Tenant failed to allow the Landlord entry into the unit for an inspection on February 11, 2016. The Landlord states that this is a failure of section 17 of the tenancy agreement. The Landlord states that this is a material term of the tenancy agreement as the Landlord is required to inspect for quality control and illegal activities. The Landlord states that the Tenant was given a warning letter about the breach however no copy was provided as evidence for this hearing. The Landlord states that no further notice for inspection has since been provided to the Tenant. The Witness provided the same evidence as the Landlord.

The Tenant states that the notice of entry did not provide a valid reason for the entry and that on February 25, 2016 the Landlord refused to accept the Tenant's offer of access to the unit for the inspection. The Tenant states that no warning letter was ever provided to the Tenant. The Tenant states that the inspections are intrusive and repetitive and that sometimes the Landlord only gives a couple hours' notice for entry. The Tenant states that at the previous inspection the Landlord forced its way into the unit despite the Tenant's protests.

### Analysis

Section 47 of the Act provides that a landlord may end a tenancy by giving notice to end the tenancy if the tenant has failed to comply with a material term, and has not corrected the situation within a reasonable time after the landlord gives written notice to do so.

Without determining whether a right of frequent inspection is a material term of the tenancy agreement, given the lack of a copy of a warning letter and considering the Tenant's evidence that no such letter was given to the Tenant I find that the Landlord has not substantiated that a written breach letter was provided to the Tenant prior to issuing the Notice. As a result, I find on a balance of probabilities that the Notice is not valid and that the Tenant is entitled to cancellation of the Notice.

As the Landlord has not been successful with the Notice, I dismiss the Landlord's application in its entirety.

### Conclusion

The Notice is cancelled and of no effect. The tenancy continues. The Landlord's application 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: April 08, 2016

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Residential Tenancy Branch