



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

**Dispute Codes**      OLC

### **Introduction**

This is the Tenant's Application for an Order that the Landlord comply with the Act, regulation or tenancy agreement.

The Tenant gave affirmed testimony at the Hearing. She testified that she mailed the Notice of Hearing documents to the Landlord on November 4, 2016, by registered mail. The Tenant provided the tracking numbers for the registered mail and stated that the Canada Post tracking system discloses that the Landlord received the package on November 8, 2016. I find that the Landlord was served with the Notice of Hearing package.

The teleconference remained open for 20 minutes, but the Landlord did not sign in.

The Tenant stated that she wants to move to another town for work and that her daughters are staying in a hotel until she is able to rent a new house. She testified that she and her 2 pets are still in the rental unit and that she needs more time to find a place. The Tenant stated that her Landlord told her that she doesn't have to give him notice because he can find a renter within a week. The Tenant stated that she told him she would give him a month written notice, but that he thought she had given him notice and started showing the rental unit to prospective tenants.

I explained to the Tenant that the Landlord has a right to access the rental unit in accordance with Section 29 of the Act, which provides:

### **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).

I also explained to the Tenant that Section 44 of the Act provides for the only ways a tenancy ends in British Columbia, and that Section 45 of the Act provides for how a tenant may end a tenancy. Section 52 of the Act provides what must be contained in a notice to end a tenancy in order to be valid.

### **How a tenancy ends**

**44** (1) A tenancy ends only if one or more of the following applies:

- (a) the tenant or landlord gives notice to end the tenancy in accordance with one of the following:
  - (i) section 45 [*tenant's notice*];
  - (ii) section 46 [*landlord's notice: non-payment of rent*];
  - (iii) section 47 [*landlord's notice: cause*];
  - (iv) section 48 [*landlord's notice: end of employment*];
  - (v) section 49 [*landlord's notice: landlord's use of property*];
  - (vi) section 49.1 [*landlord's notice: tenant ceases to qualify*];
  - (vii) section 50 [*tenant may end tenancy early*];
- (b) the tenancy agreement is a fixed term tenancy agreement that provides that the tenant will vacate the rental unit on the date specified as the end of the tenancy;
- (c) the landlord and tenant agree in writing to end the tenancy;
- (d) the tenant vacates or abandons the rental unit;
- (e) the tenancy agreement is frustrated;

(f) the director orders that the tenancy is ended.

(2) [Repealed 2003-81-37.]

(3) If, on the date specified as the end of a fixed term tenancy agreement that does not require the tenant to vacate the rental unit on that date, the landlord and tenant have not entered into a new tenancy agreement, the landlord and tenant are deemed to have renewed the tenancy agreement as a month to month tenancy on the same terms.

### **Tenant's notice**

**45** (1) A tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that

(a) is not earlier than one month after the date the landlord receives the notice, and

(b) is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.

(2) A tenant may end a fixed term tenancy by giving the landlord notice to end the tenancy effective on a date that

(a) is not earlier than one month after the date the landlord receives the notice,

(b) is not earlier than the date specified in the tenancy agreement as the end of the tenancy, and

(c) is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.

(3) If a landlord has failed to comply with a material term of the tenancy agreement or, in relation to an assisted or supported living tenancy, of the service agreement, and has not corrected the situation within a reasonable period after the tenant gives written notice of the failure, the tenant may end the tenancy effective on a date that is after the date the landlord receives the notice.

(4) A notice to end a tenancy given under this section must comply with section 52 *[form and content of notice to end tenancy]*.

Based on the Tenant's undisputed affirmed testimony, I find that the Tenant has not yet provided the Landlord with notice to end the tenancy in accordance with the provisions of the Act.

### **Form and content of notice to end tenancy**

**52** 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,
- (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.

**Conclusion**

I have provided the parties with some of the relevant portions of the Act with respect to a landlord's right of access and how a tenant may end a tenancy.

The Tenant's Application for an order that the Landlord comply with the Act, regulation or tenancy agreement is dismissed, as the Tenant did not provide sufficient details with respect to which Section of the Act or regulation or tenancy agreement she seeks compliance.

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: December 14, 2016

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Residential Tenancy Branch