



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC. FF. O

Introduction

This hearing was convened by way of conference call in response to the tenant's application to cancel a One Month Notice to End Tenancy for cause; other issues; and to recover the filing fee from the landlord for the cost of this application.

Service of the hearing documents, by the tenant to the landlord, was done in accordance with section 89 of the *Act*; served by registered mail on October 29, 2016. Canada Post tracking numbers were provided by the tenant in documentary evidence. The landlord was deemed to be served the hearing documents on the fifth day after they were mailed as per section 90(a) of the *Act*.

The tenant appeared, gave sworn testimony, was provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the landlord, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

Issue(s) to be Decided

- Is the tenant entitled to an Order to cancel the One Month Notice to End Tenancy?
- What are the tenants other issues to be determined?

Background and Evidence

The tenant testified that this month to month tenancy started on August 01, 2016. Rent for this unit is \$850.00 per month due on the 1st of each month.

The tenant testified that he was served a One Month Notice to End Tenancy for Cause when it was given to him in person on October 14, 2016. A copy of the Notice has been provided in evidence by the tenant. The Notice has an effective date of November 30, 2016. The tenant testified that he has no idea why the landlord seeks to end his tenancy. The tenant testified that he always pays his rent on time; he gets on with his neighbours and he is a quiet tenant.

The tenant therefore disputed the One Month Notice. The tenant believes the Notice is invalid as it did not contain a reason to end the tenancy. The tenant seeks to have the Notice cancelled.

The tenant testified that the landlord enters his rental unit without proper written notice or the tenant's permission. The tenant testified that the landlord comes in to do work but then also looks around the tenant's unit including in his freezer. The tenant seeks to have clarification given to the landlord regarding his right to enter the rental unit.

Analysis

Having considered the evidence before me I find the landlord has not included any reasons on the One Month Notice as to why the landlord seeks to end the tenancy. In Order for a Notice to be valid it must be complete and the landlord must include a reason on page two of the Notice.

Consequently, without reason or cause to end the tenancy, I find the tenant's application to cancel the Notice is upheld.

With regard to the tenant's request concerning clarification to the landlord regarding entry to the rental unit. I refer the parties to s. 29 of the *Act* which states:

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 therefore caution the landlord to ensure he complies with s. 29 of the *Act* before entering the tenant's rental unit.

As the tenant's application has merit I find the tenant is entitled to recover his filing fee of \$100.00 pursuant to s. 72(1) of the *Act*. The tenant may deduct this **\$100.00** from his rent for January, 2017

Conclusion

The tenant's application is upheld. The One Month Notice dated October 14, 2016 is cancelled and the tenancy will continue at this time.

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

Residential Tenancy Branch