

DECISION

Dispute Codes CNR, LRE, MNDC, MNR, OLC, FF

Introduction

This matter dealt with an application by the Tenants to cancel a 10 Day Notice to End Tenancy for Unpaid Rent, to restrict the Landlord's right of entry to the rental unit, for compensations for loss or damage and for emergency repairs completed by the Tenant, for the Landlord to comply with the Act, regulations and tenancy agreement and to recover the filing fee for this application.

The Tenant said he served the Landlord with the Application and Notice of Hearing (the "hearing package") by registered mail on May 12, 2017. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenant's hearing package as required by s. 89 of the Act and the hearing proceeded with all parties in attendance. It should be noted the Landlord's agent joined conference call approximately 20 minutes after the hearing started.

Issues(s) to be Decided

1. Are the Tenants entitled to an Order to cancel the 10 Day Notice to End Tenancy?
2. Are the Tenants entitled to and Order the restrict the Landlord's right of entry to the rental property?
3. Are the Tenants entitled to compensation for loss or damage or emergency repairs?
4. Has the Landlord complied with the Act, regulations and tenancy agreement?

Background and Evidence

This tenancy started on March 15, 2011 as a month to month tenancy. Rent is \$1,450.00 per month payable on the 1st day of each month. The Tenant paid a security deposit of \$725.00 at the start of the tenancy. The Tenant said no condition inspection report was completed at the start of the tenancy.

At the start of the hearing it was discovered the 10 Day Notice to End Tenancy for Unpaid Rent issued by the Landlord was not signed or dated and the Tenants' name was spelled incorrectly.

Further the Tenants said the compensation of \$1,640.00 requested on the application is for wages regarding work the Tenants did for the Landlord at the rental property. The male Tenant said he understands this claim may not be covered by the Residential Tenancy Act as it is an employment dispute.

The female Tenant said they are not really looking for compensation but they do want to continue the tenancy. The Tenants said they offered the May and June, 2017 rent to the Landlord but he refused it and said he wanted to evict them. The male Tenant said he has the unpaid rent in the bank and will pay it.

The Tenants continued to say that the Landlord comes on the property at anytime and unannounced. As well he is parking trucks and Motor Homes on the property. The male Tenant said he understood they rented the whole property from the Landlord and it is not right that the Landlord is renting out parking or storage spaces on the property that they have a tenancy agreement on. The Tenants requested the Landlord stop coming on the property as they believe the property is covered under the tenancy agreement.

The Landlord's agent said that he thought the hearing was tomorrow and that is why he was late. The Agent said his father wants to evict the Tenants so if this Notice to End Tenancy was not completed correctly they will issue a new Notice to End Tenancy. The Agent said they want the Tenants out as soon as possible as the Landlord wants the property for his own use. The Agent said there are no vehicles parked on the property. The female Tenant said they submitted photographs of the RVs that are parked on the rental property and there is 2 trucks parked on the property as well.

Analysis

The 10 Day Notice to End Tenancy for Unpaid Rent issued by the Landlord is not dated and it is not signed. Consequently the Act (Section 52) says a Notice to End Tenancy must be signed and dated to be an effective and valid Notice to End Tenancy. I find this 10 Day Notice to End Tenancy is not valid. Consequently I find for the Tenants and the 10 Day Notice to End Tenancy for Unpaid Rent issued by the Landlord is cancelled and the tenancy is ordered to continue as agreed in the tenancy agreement.

Further the Tenants' claim for \$1,640.00 in compensation for work done for the Landlord is an employment dispute; therefore the Residential Tenancy Act has no jurisdiction. This is an employment agreement between the parties and it is not in the tenancy agreement. Consequently I dismiss the Tenant's claim of \$1,640.00 for compensation for loss or damage or for emergency repairs done by the Tenants for the Landlord.

With regard to the Tenants' claim the Landlord is entering the property without proper notice and the Landlord is parking vehicles on the property without the Tenants' agreement; I reviewed the tenancy agreement and the "rental unit" is stated as the full address of the property. Therefore I find the Tenants have a legal claim to all the

property at the address on the tenancy agreement. I accept the Tenants' affirmed testimony that the Landlord has entered the property without proper Notice and the Landlord is using the property for his own use or for his profit. Consequently I find for the Tenants and I **Order** the Landlord to give the Tenants proper 24 Hour Notice before entering the property. Further the Tenants' may apply for compensation if the Landlord does not comply with this order.

With regards to the vehicles the Landlord has on the rental property. I find this is not included in the tenancy agreement; therefore it is an imposition on the Tenants that reduces their quiet enjoyment of the property. Consequently, I **Order** the Landlord to remove the vehicles by June 30, 2017. If the vehicles are not removed by June 30, 2017, I order the Tenants to reduce the rent payment by \$450.00 to \$1,000.00 per month until all the vehicles are removed from the property.

Further I order the Landlord to comply with the Residential Tenancy Act, the regulations and the tenancy agreement. If the Landlord would like information on the Act or regulations he can call and information officer at the Residential Tenancy Branch (1-800-665-8779) or go to the Residential Tenancy Branch web-site (www.rto.gov.bc.ca).

As the Tenants have been successful in this matter they are entitled to recover the filing fee of \$100.00 from the Landlord. I order the Tenants to reduce one rent payment by \$100.00 from \$1,450.00 to \$1,350.00.

Conclusion

I order the 10 Day Notice to End Tenancy for Unpaid Rent issued by the Landlord is cancelled and the tenancy is ordered to continue as set out in the Tenancy Agreement.

The Landlord is ordered to provide the Tenants with proper Notice to Enter the property and to remove all the Landlord's vehicles by June 30, 2017. If the vehicles are not removed the Tenants are ordered to reduce the rent payments to \$1,000.00 per month until the vehicles are removed.

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: June 19, 2017.

Residential Tenancy Branch