



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC, MNDC, LRE, OLC

### Introduction

This hearing was convened by way of a telephone conference call in response to the Tenants' Application for Dispute Resolution (the "Application") filed on October 11, 2017 for the following reasons: to cancel a 1 Month Notice to End Tenancy for Cause (the "1 Month Notice"); for money owed or compensation for damage or loss under the *Residential Tenancy Act* (the "Act"), regulation or tenancy agreement; for the Landlords to comply with the Act, regulation or tenancy agreement; and to suspend or set conditions on the Landlords' right to enter the rental unit.

The Landlord, who was also the agent for the company Landlord, and one of the Tenants appeared for the hearing and provided affirmed testimony. The Landlord confirmed receipt of the Tenants' Application and the Tenants' documentary evidence served prior to the hearing. The Landlord also confirmed that he had not provided any evidence prior to this hearing.

The parties were informed of the instructions of the proceedings and no questions were raised regarding the hearing process. Both parties were given a full opportunity to present their evidence, make submissions to me, and cross examine the other party on the evidence relating to the issues to be decided.

### Issues to be Decided

- Have the Tenants established that the 1 Month Notice ought to be cancelled?
- Are the Tenants entitled to loss of wages associated with preparation for dispute resolution?
- Has the Landlord prevented the Tenants' from having guests to the rental unit?
- Is the Landlords' access to the rental unit to be restricted?

### Background and Evidence

The parties agreed that this fixed term tenancy for an apartment in a residential building complex began on October 1, 2014 for one year which then continued on a month-to-

month tenancy thereafter. Current rent is payable by the Tenants for \$906.00 on the last day of each month.

The Tenant explained that she was personally served with the 1 Month Notice dated October 3, 2017 on that same day by the Landlord. The Tenant applies to dispute it on the basis that the 1 Month Notice does not stipulate the reason on the second page for ending the tenancy and therefore, she is unaware of the grounds on which the Landlords seek to end the tenancy.

The Landlord acknowledged that he had forgot to complete the second page of the 1 Month Notice and stated that it was due to parking issues. The Landlord stated that he was aware that the 1 Month Notice was of no effect and withdrew it.

The Tenant explained that her monetary claim for \$970.80 related to five days of missed work which she testified to was lost as a result of having to prepare for this hearing. The Tenant acknowledged that the calculation she had outlined for this portion of the claim was incorrect.

The Tenant explained that her Application for the Landlord to comply with the Act, and to restrict the Landlord's access to the rental unit was because the Landlord has been harassing her and this had led to loss of her quiet enjoyment.

In particular, the Tenant testified that following a hearing that the parties were involved in on October 3, 2017, the Landlord attended the rental unit and started to pound on the door. The Tenant testified that the Landlord forced himself into the rental unit and verbally assaulted the Tenant after serving her with the 1 Month Notice. The Tenant testified that she called the police who attended the rental unit and advised her to get a restraining order. The Tenant provided a police file reference number for this incident.

The Tenant explained that the Landlord had previously, in July 2017, appeared at the rental unit at midnight and had barged in knocking over her daughter's boyfriend and shouting at her daughter that she had a move her car from a parking space she was apparently blocking. The Tenant testified that the Landlord had no shirt on and was pointing his finger at her chest.

The Tenant testified that the Landlord has also made sexual advances and innuendos at her in the past and she is getting sick and tired of this harassment.

The Landlord denied the Tenant's testimony stating that in July 2017 he was woken up by another resident of the building at midnight who was complaining that the Tenant had

parked a vehicle in the parking spot that had been designated for him. The Landlord explained that he attended the rental unit in order to ask the Tenant to move the vehicle because the resident was demanding immediate action.

The Landlord testified that on October 3, 2017 he attended the rental unit for the sole purpose of serving the Tenant with the 1 Month Notice. The Landlord explained that he was instructed by the company Landlord to serve this personally to the Tenant to avoid the Tenant denying receipt of it at a later date. The Landlord vehemently denied any physical or verbal assault to the Tenant on any of the occasions testified to by the Tenant or at any other time.

The Tenant had submitted into evidence an allegation that the Landlord had restricted entry to her guests to the rental unit. However, during the hearing, the Tenant confirmed that the Landlord had not prevented any of her guests from visiting her, but that the Landlord had caused such a disturbance to her daughter when she had visited in July 2017 that her daughter does not feel safe visiting the Tenant.

### Analysis

I first turn my mind to whether the 1 Month Notice should be cancelled. Section 52(d) of the Act states that in order for a notice to end tenancy to be effective, it must state the grounds for ending the tenancy.

In this case, the Landlord acknowledged that he had not completed a reason for ending the tenancy. Therefore, I find this did not inform the Tenant properly of the reason for ending the tenancy. As a result, I cancel the 1 Month Notice dated October 3, 2017. The tenancy will continue until such time it is ended pursuant to the Act.

With respect to the Tenants' monetary claim, the Act does not provide relief to any party for preparing for a dispute resolution hearing, such as loss of time, wages, mailing costs and printing. Therefore, the Tenants' monetary claim for loss of wages incurred in preparing for this hearing is dismissed without leave to re-apply.

In relation to the Tenants' Application to restrict the Landlord's right to enter the rental unit, I find the Tenant has failed to satisfy me that the Landlord had engaged in a continuous course of action that would constitute harassment.

I find the Tenant's oral allegations are not backed up with corroboration or evidence that the Landlord actually physically or verbally assaulted the Tenant on the two occasions testified to by the Tenant. The police file reference number does not inform of any action

taken by the police, such as an arrest of the Landlord for assault, which would enable me to come to this conclusion.

While it was inappropriate for the Landlord to visit the rental unit at midnight to deal with a parking issue, I find the Landlord's appearance to deal with that issue and to serve the 1 Month Notice to be plausible and suggests no other ulterior motive of harassment.

I find the Tenant has provided insufficient evidence for me to make restrictions on the Landlord's right to enter the rental unit. However, during the hearing, the Landlord was asked to consider other methods of service provided by Section 88 of the Act in serving documents to the Tenant, such as registered mail. In addition, I cautioned the parties to deal with any issues associated with this tenancy in writing rather than in person. The Landlord agreed to discuss this with the company Landlord.

I have dismissed the Tenants' Application for the Landlord to comply with the Act as the Tenant has failed to disclose sufficient evidence that the Landlord has breached the Act, regulations or tenancy agreement.

### Conclusion

The 1 Month Notice dated October 3, 2017 is cancelled. The remainder of the Tenants' Application is dismissed without leave to re-apply. 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 01, 2017

---

Residential Tenancy Branch