



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC OLC ERP LRE LAT

Introduction

This hearing dealt with the tenants' application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47;
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62;
- an order to the landlord to make repairs to the rental unit pursuant to section 33;
- an order to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70; and
- an order to allow the tenant to change the locks to the rental unit pursuant to section 70.

While the tenant KD attended the hearing by way of conference call, the landlord did not. I waited until 11:15 a.m. to enable the landlord to participate in this scheduled hearing for 11:00 a.m. The tenant was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The tenant provided sworn, undisputed testimony that he had personally served the landlord with their application for dispute resolution hearing package ("Application") and evidence on November 20, 2017. In accordance with sections 88 and 89 of the *Act*, I find that the landlord was duly served with the tenants' application. The landlord did not submit any evidence for this hearing.

The tenant confirmed receipt of the 1 Month Notice dated November 2, 2017. Accordingly, I find that the 1 Month Notice was served to the tenants in accordance with section 88 of the *Act*.

At the beginning of the hearing the tenant indicated that they were no longer pursuing their application for repairs. Accordingly the tenants' application for repairs was cancelled.

Issues(s) to be Decided

Should the landlord's 1 Month Notice be cancelled? If not, is the landlord entitled to an Order of Possession?

Are the tenants entitled to an order requiring the landlord to comply with the Act, regulation or tenancy agreement?

Are the tenants entitled to an order to suspend or set conditions on the landlord's right to enter the rental unit?

Are the tenants entitled to an order to allow the tenants to change the locks to the rental unit?

Background and Evidence

The tenant KD provided the following testimony. This 1 year fixed-term tenancy began in August 2017, with monthly rent set at \$920.00, payable on the second of every month. There is no written tenancy agreement. The landlord collected, and still holds, a security and pet damage deposit of \$450.00 each.

The tenant testified that the 1 Month Notice was issued to them on November 2, 2017, and the tenant disputes this notice as the tenant feels the landlord does not have cause to end this tenancy. The tenant only submitted the first page of the 1 Month Notice, but testified that the landlord would attempt to access the tenants' unit without permission or notice. The tenant testified that the landlord would send text messages containing threats regarding the tenants' dog, and would continuously harass the tenants.

The tenants request that the 1 Month Notice be cancelled, as well as restrictions be set on the landlord's access to the unit. The tenants also requested to change the locks in order to restrict the landlord's access to the unit.

Analysis

Section 52 of the *Act* requires that the 1 Month Notice complies with the *Act*, specifically, that the Notice 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.

As the tenants submitted only the first page of the 1 Month Notice for this hearing, I was unable to verify that the Notice complies with the requirements of section 52 of the *Act*. Under these circumstances, I allow the tenants' application to cancel the landlord's 1 Month Notice dated November 2, 2017. The 1 Month Notice is of no force or effect. This tenancy continues until it is ended in accordance with the *Act*.

The tenants requested an order to restrict access to their rental unit. Section 29(1) of the *Act* addresses a landlord's right to enter a rental unit.

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.

I remind the landlord of the requirements and restrictions regarding their right to enter the tenants' rental unit, as indicated above. I find that the tenants did not provide sufficient grounds for me to make an order allowing them to change the locks. Accordingly I dismiss the tenants' application to change the locks to the rental unit.

Conclusion

The tenants' application to cancel the landlord's 1 Month Notice is allowed. The landlord's 1 Month Notice, dated November 2, 2017 is cancelled and of no force or effect. This tenancy continues until it is ended in accordance with the *Act*.

The remainder of the tenants' application is dismissed without leave to reapply.

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: January 31, 2018

Residential Tenancy Branch