



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ISLD EXPLORER PROP MGMT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: *CNL, OLC, LRE*

Introduction

This hearing dealt with an application by the tenant, pursuant to the *Residential Tenancy Act*, for an order to cancel a four month notice to end tenancy for demolition, renovation, repair or conversion of the rental unit. The tenant also applied for an order directing the landlord to comply with the *Act* and to restrict the landlord's right to enter the rental unit.

The tenant testified that she served the notice of hearing on the landlord in person on April 25, 2019, in the presence of a witness. The tenant stated that she personally delivered the notice of hearing and her application for dispute resolution to the manager of the property management office (SA). The landlord responded by contacting the Residential Tenancy Branch Office on April 30, 2019, for information regarding the dispute resolution process.

Despite having been served a notice of hearing by the tenant, the landlord did not attend the hearing. The tenant attended the hearing and was given full opportunity to present evidence and make submissions.

Issue to be Decided

Does the landlord have grounds to end this tenancy? Is the tenant entitled to an order directing the landlord to comply with the *Act* and to restrict the landlord's right to enter the rental unit?

Background and Evidence

The tenancy began in February 2017. The monthly rent is \$800.00, does not include utilities and is payable on the first day of each month.

On March 27, 2019 the landlord served the tenant with a four month notice to end tenancy for demolition, renovation, repair or conversion of the rental unit. The effective date of the notice is July 31, 2019. The reason the landlord gave the notice to the tenant is described as, the landlord wants to perform renovations or repairs that are so extensive that the rental unit must be vacant. The notice also indicates that no permits and approvals are required by law to do this work. The tenant disputed the notice in a timely manner.

The tenant stated that the landlord has been sending his agents or trades persons to visit the rental unit without any prior notice to the tenant. The tenant has therefore requested that the landlord be ordered to comply with the *Act* and provide proper notice of entry. The tenant has also applied for an order restricting the landlord's right to enter the unit, in the event he does not provide proper notice of entry.

The tenant stated that on May 27, 2019, she received a second notice to end tenancy. The tenant described the second notice to end tenancy and stated that it was the same as the first one except for the effective date of the notice which was postponed to September 30, 2019. The tenant requested that I accept her application to dispute the second notice.

The tenant did not file a copy of the notice and did not amend her application to include a dispute of the second notice. In the absence of the notice, I am unable to determine the validity of the second notice. The tenant has the option of applying to dispute the notice within one month of receiving it.

Analysis

In order to support the notice to end tenancy dated March 27, 2019, the landlord must prove the reason for the notice to end tenancy. The landlord did not file any evidence to support the nature and extent of the repairs or renovations he intended to carry out. The landlord also did not provide evidence of the need for the unit to be vacant while the work was in progress. In addition, the landlord did not attend the hearing.

Without other evidence to support the claim, the landlord has not met the burden of proof and therefore I allow the tenant's application and set aside the landlord's notice to end tenancy dated March 27, 2019.

Regarding the landlord's right to enter the rental unit the landlord is reminded that he must be in compliance with Section 29 of the *Residential Tenancy Act*

Section 29 states that 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.

The landlord is hereby ordered to comply with Section 29.

Conclusion

The notice to end tenancy is set aside and the tenancy shall continue.

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 03, 2019

Residential Tenancy Branch