



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, LRE

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order cancelling a notice to end tenancy – Section 47; and
2. An Order restricting the Landlord’s access to the unit – Section 70.

The Landlord and Tenant were each given full opportunity under oath to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the notice to end the tenancy affective?

Is the Tenant entitled to a restriction on the Landlord’s access to the unit?

Background and Evidence

The following are undisputed facts: The tenancy started in 2015. The Parties entered into a new tenancy agreement with a start date of October 1, 2017 with rent of \$1,400.00 payable on the first day of each month. At the outset of the tenancy the Landlord collected \$700.00 as a security deposit and \$250.00 as a pet deposit. On May 24, 2019 the Landlord served the Tenant with a one month notice to end tenancy for cause (the “Notice”) by sending the Notice registered mail on May 24, 2019. The Notice sets out two reasons for ending the tenancy but no details for the reasons are included

on the Notice and no letter or document setting out the details for the reasons were included with the service of the Notice.

Analysis

Section 52(d) and (e) of the Act provides that in order to be effective a notice to end a tenancy must be in writing and must state the grounds for ending the tenancy and when given by a landlord, be in the approved form. The Notice is on the approved form that contains an area to set out the details of the reasons or grounds for ending the tenancy. As Notice does not set out any details of the cause and as no other documentation was attached to the Notice setting out details of the grounds for ending the tenancy, I find that the Notice is not effective to end the tenancy. The tenancy therefore continues.

As the Tenant did not provide any submissions in relation to its claim to restrict the Landlord's access I dismiss this claim with leave to reapply.

Conclusion

The Notice is not effective to end the tenancy and the tenancy continues.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: July 15, 2019

Residential Tenancy Branch