



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNC, LAT, OLC, FFT

Introduction

This hearing was convened in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied to set aside a Notice to End Tenancy for Cause; for an Order requiring the Landlord to comply with the *Residential Tenancy Act (Act)* or the tenancy agreement; for authority to change the locks, and to recover the fee for filing this Application for Dispute Resolution.

The Tenant stated that on March 02, 2021 the Dispute Resolution Package and evidence she submitted to the Residential Tenancy Branch was attached to the door jamb of the Landlord's residence. She stated that on March 02, 2021 the Landlord advised her, by text message, that the documents had been received. On the basis of the undisputed evidence, I find that the Landlord has received these documents. As the Landlord has received the documents, the hearing proceeded in the absence of the Landlord and the evidence was accepted as evidence for these proceedings.

The Tenant submitted documents to the Residential Tenancy Branch in March of 2021. She stated that these documents were simply duplicates of documents previously submitted to the Residential Tenancy Branch and previously served to the Landlord. As these are not new documents, they were not viewed during this adjudication.

The Tenant was given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. She affirmed that she would speak the truth, the whole truth, and nothing but the truth during these proceedings.

The Tenant was advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings. She affirmed she would not record any portion of these proceedings.

Issue(s) to be Decided

Should the One Month Notice to End Tenancy for Cause, served pursuant to section 47 of the *Residential Tenancy Act (Act)*, be set aside?

Should the Tenant be given authority to change the locks?

Is there a need to issue an Order requiring the Landlord to comply with the *Act*?

Background and Evidence

The Tenant stated that:

- The tenancy began on June 03, 2018;
- On August 10, 2020 the Landlord told her that he had purchased the property and that he was her new Landlord;
- She has a written tenancy agreement that names the original landlord;
- She did not sign a new tenancy agreement with the new Landlord;
- On February 03, 2021 she found the first page of a One Month Notice to End Tenancy for Cause on the floor of her rental unit;
- The One Month Notice to End Tenancy for Cause declares that she must vacate the unit by February 28, 2021;
- She did not receive the second and third page of the One Month Notice to End Tenancy for Cause;
- She applied for an Order granting her authority to change the locks as she speculates the Landlord opened her front door and placed the One Month Notice to End Tenancy for Cause on the floor;
- She wants an Order requiring the Landlord to comply with the terms of the tenancy agreement;
- She wants an Order that prohibits the Landlord from requesting a rent increase; and
- She wants an Order that prohibits the Landlord from asking for a security deposit, as she paid one at the start of the tenancy.

Analysis

On the basis of the undisputed evidence, I find that this tenancy began on June 03, 2018 and that the Tenant entered into a written tenancy agreement with a landlord not named in this Application for Dispute Resolution.

On the basis of the undisputed evidence, I find that the Landlord named in this Application for Dispute Resolution (hereinafter referred to as the Landlord) purchased the rental unit sometime after the tenancy began; that the original tenancy has not ended; and that the Tenant and the Landlord did not enter into a new tenancy agreement. I therefore find that this tenancy continues on the basis of the original tenancy agreement and that the Landlord is obligated to comply with the terms of that written tenancy agreement.

Section 43(1)(c) of the *Act* permits a landlord to increase the rent up to an amount agreed to by the tenant, in writing. On the basis of the information provided by the Tenant at this hearing, I find that the Tenant does not wish to agree to a rent increase. In an effort to protect the Tenant's right to the quiet enjoyment of the rental unit, I hereby Order the Landlord to refrain from asking the Tenant to **agree** to a rent increase.

The Landlord retains the right to impose a rent increase in accordance with sections 43(1)(a) and 43(1)(b) of the *Act*, providing that rent increase complies with section 42 of the *Act*.

Section 20(a) of the *Act* stipulates that a landlord must not require a security deposit at any time other than when the landlord and tenant enter into the tenancy agreement. I therefore Order the Landlord to refrain from asking the Tenant for a security deposit.

I find that the Tenant has failed to establish that the Landlord has entered her unit without lawful authority. Although she speculates that the Landlord opened her front door to place the One Month Notice to End Tenancy for Cause on the floor, she acknowledges this mere speculation. I find it entirely possible that the Notice was placed under the door and that it "travelled" further than one would anticipate. As the Tenant has failed to establish that the Landlord entered the unit without lawful authority, I dismiss her application for authority to change the locks.

Section 47 of the *Act* permits a landlord to end a tenancy for a variety of reasons, providing the landlord provides the tenant with a notice to end tenancy that complies with section 52 of the *Act*. Section 52(d) of the *Act* stipulates that to be effective, a notice to end the tenancy pursuant to section 47 of the *Act* must state the grounds for ending the tenancy.

On the basis of the undisputed evidence, I find that on February 03, 2021 the Tenant received the first page of a One Month Notice to End Tenancy for Cause, but she did not receive page two or three of that Notice. Pages two and three of a One Month Notice to

End Tenancy for Cause provides highly relevant information, such as the reason for ending the tenancy and the Tenant's rights and obligations in regard to that Notice. As the Tenant was not served with page two and page three of the One Month Notice to End Tenancy for Cause, I find that she was not served with a notice stating the grounds for ending the tenancy, as is required by section 52(d) of the *Act*.

As the Tenant was not served with a One Month Notice to End Tenancy for Cause that complies with section 52(d) of the *Act*, I grant the Tenant's application to set aside this One Month Notice to End Tenancy for Cause.

The Application for Dispute Resolution has merit and I therefore find that the Tenant is entitled to \$100.00 in compensation for the fee paid to file this Application for Dispute Resolution.

Conclusion

The Tenant's application to cancel the One Month Notice to End Tenancy for Cause that is the subject of this dispute is granted. That Notice is set aside and has no force or effect.

The Landlord is legally obligated to comply with the underlined Orders contained in the analysis portion of this decision.

I authorize the Tenant to reduce one rent payment by \$100.00 in compensation of the fee paid to file her Application for Dispute Resolution.

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: May 04, 2021

Residential Tenancy Branch