



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Singla Bros. Holdings Ltd and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, LRE, FFT

Introduction

This hearing was scheduled to convene at 9:30 a.m. this date concerning an application made by the tenants seeking an order cancelling a notice to end the tenancy for cause; an order limiting or setting conditions on the landlord's right to enter the rental unit; and to recover the filing fee from the landlord for the cost of the application.

All 3 tenants attended the hearing, 2 of whom gave affirmed testimony. However, the line remained open while the telephone system was monitored for 10 minutes prior to hearing any testimony and no one for the landlord joined the call.

One of the tenants submitted that the landlord was served with the Application and notice of this hearing (the Hearing Package) by registered mail on May 30, 2021 and was permitted to provide proof of such service after the hearing had concluded. I now have a Canada Post cash register receipt bearing that date as well as a Registered Domestic Customer Receipt addressed to the landlord, and I am satisfied that the landlord has been served in accordance with the *Residential Tenancy Act*.

Issue(s) to be Decided

- Should the One Month Notice to End Tenancy for Cause be cancelled?
- Have the tenants established that the landlord's right to enter the rental should be limited or allowed conditionally?

Background and Evidence

The first tenant (JN) testified that this fixed-term tenancy began on April 1, 2019 and reverted to a month-to-month tenancy after March 31, 2020 and the tenants still reside

in the rental unit. Rent in the amount of \$1,850.00 is payable on the 1st day of each month and there are no rental arrears. At the outset of the tenancy the landlord collected a security deposit from the tenants in the amount of \$925.00 which is still held in trust by the landlord, and no pet damage deposit was collected. A copy of the tenancy agreement has been provided as evidence for this hearing.

The tenant further testified that the landlord served a One Month Notice to End Tenancy for Cause (the Notice) and a copy has been provided for this hearing. It is dated May 12, 2021 and contains an effective date of vacancy of June 12, 2021. The reasons for issuing it are:

- Tenant or a person permitted on the property by the tenant has:
 - significantly interfered with or unreasonably disturbed another occupant or the landlord;
 - seriously jeopardized the health or safety or lawful right of another occupant or the landlord;
 - put the landlord's property at significant risk.

The Notice names 2 of the tenants and another was given to the other tenant with the same information. The tenants seek to cancel the Notices given by the landlord.

The second tenant (CR) testified that the landlord was aggressive when the Notice was given and threw the Notice at one of the tenants; very unprofessional. The landlord has had multiple agents and it's hard to contact a landlord.

Analysis

Where a tenant disputes a notice to end a tenancy given by a landlord, the onus is on the landlord to establish that it was given in accordance with the *Residential Tenancy Act*, which can include the reason(s) for issuing it. Having found that the landlord was served with the Hearing Package, and no one attending the hearing for the landlord, the landlord has not established that either of the Notices was given in accordance with the *Act*, and I cancel them, and the tenancy continues.

I am not satisfied that the tenants have provided sufficient evidence or testimony to support the application for an order limiting or setting conditions on the landlord's right to enter the rental unit, and I dismiss that portion of the tenants' application.

Since the tenants have been partially successful with the application, the tenants are also entitled to recovery of the \$100.00 filing fee. I grant a monetary order in favour of the tenants in that amount, and I order that the tenants be permitted to reduce rent for a

future month by that amount or may otherwise recover it by filing it in the Provincial Court of British Columbia, Small Claims division for enforcement as an order of that Court.

Conclusion

For the reasons set out above, the One month Notices to End Tenancy for Cause dated May 12, 2021 are hereby cancelled and the tenancy continues.

The tenants' application for an order limiting or setting conditions on the landlord's right to enter the rental unit is hereby dismissed.

I hereby grant a monetary order in favour of the tenants as against the landlord pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$100.00 and I order that the tenants be permitted to reduce rent for a future month by that amount or may otherwise recover it.

This order is final and binding and may be enforced.

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: August 19, 2021

Residential Tenancy Branch