



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNL-4M, FFT  
                             CNL-4M, LRE, OLC, FFT

### Introduction

This hearing was convened by way of conference call concerning 2 applications made by the tenant which have been joined to be heard together. The first application seeks an order cancelling a Four Months' Notice to End Tenancy For Demolition or Conversion of a Rental Unit and to recover the filing fee from the landlord for the cost of the application. The second application of the tenant seeks an order cancelling a Four Months' Notice to End Tenancy For Demolition or Conversion of a Rental Unit; an order limiting or setting conditions on the landlord's right to enter the rental unit; an order that the landlord comply with the *Residential Tenancy Act*, regulation or tenancy agreement; and to recover the filing fee from the landlord.

The landlord and the tenant attended the hearing however no affirmed testimony was taken.

The tenant agrees that the landlord has provided evidentiary material, however most of which I could not view; the evidence is in a format that I am not able to download or open.

The tenant advised that the copy of the Four Months' Notice to End Tenancy For Demolition or Conversion of a Rental Unit in the landlord's evidence contains only 2 of 4 pages. The tenant has also provided three separate Notices, and all contain only 2 of 4 pages. The first is dated November 1, 2021 and contains an effective date of vacancy of March 1, 2022. The second is dated December 22, 2021 and contains an effective date of vacancy of April 30, 2023. The third is dated December 24, 2021 and contains an effective date of vacancy of April 30, 2022. All notices state that the reason for issuance is to demolish and build a new house, and that all permits and approvals required by law to do the work have been obtained.

Since the landlord has not provided all pages to the tenant or as evidence for this hearing, I must cancel the Notices.

During the course of the hearing, the parties disagreed as to whether or not the landlord has entered the rental unit, however the landlord agreed to comply with the *Residential Tenancy Act* with respect to entering. The *Act* specifies as follows:

**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.

(2) A landlord may inspect a rental unit monthly in accordance with subsection (1) (b).

Since the landlord has agreed, I order the landlord to comply with Section 29 as set out above.

Since the tenant has been successful with the application, the tenant is also entitled to recovery of the filing fees.

I grant a monetary order in favour of the tenant as against the landlord in the amount of \$200.00 and I order that the tenant be permitted to reduce rent for a future month by that amount or may otherwise recover it by filing the order for enforcement in the Provincial Court of British Columbia, Small Claims division as a judgment.

### Conclusion

For the reasons set out above, the Four Months' Notice to End Tenancy For Demolition or Conversion of a Rental Unit dated November 1, 2021 is hereby cancelled.

The Four Months' Notice to End Tenancy For Demolition or Conversion of a Rental Unit dated December 22, 2021 is hereby cancelled.

The Four Months' Notice to End Tenancy For Demolition or Conversion of a Rental Unit dated December 24, 2021 is hereby cancelled and the tenancy continues.

I hereby order the landlord to comply with Section 29 of the *Residential Tenancy Act* as set out above.

I hereby grant a monetary order in favour of the tenant as against the landlord pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$200.00 and I order that the tenant 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: March 03, 2022

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Residential Tenancy Branch