



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC, FFT

Introduction

On January 3, 2023, the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) asking that the Landlord comply with the Act, Regulation, or Tenancy Agreement.

The matter was set for a conference call hearing. Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence, orally and in written and documentary form, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue to be Decided

- Is the Tenant entitled to an order requiring the Landlord to comply with the Act, Regulation or the tenancy agreement?

Background and Evidence

The Landlord and Tenants both testified that the tenancy began in February 2019 as a one year fixed term tenancy that continued thereafter on a month to month basis. Rent in the amount of \$1,966.00 is to be paid to the Landlord by the first day of each month.

The Tenant submitted that the Landlord has advised him that the strata corporation has instructed the Landlord to issue an eviction notice to him because he is not complying

with the Strata Bylaws. The Tenant testified that the Landlord emailed him about unauthorized items being kept on his patio that resulted in a \$200.00 strata fine.

The Tenant submitted that because the Tenant did not agree to an illegal \$400.00 rent increase the Landlord became angry and threatened to evict him.

The Tenant clarified that he is not seeking an order for the Landlord to comply with a tenancy agreement regarding storage of items on the balcony. The Tenant is seeking to prevent the Landlord from issuing a notice to end tenancy.

The Landlord stated that he is not clear about the Tenant's application because he has not issued a notice to end tenancy.

The Landlord and Tenant both stated that a notice to end tenancy has not been issued by the Landlord.

Analysis

Based on the testimony and evidence before me, I find as follows:

The Tenant is seeking to prevent the Landlord from issuing a notice to end tenancy.

Sections 46, 47, 48, and 49 of Act provides that a Landlord may end a tenancy by giving a Tenant a notice to end tenancy.. A Tenant has the right to dispute a notice to end tenancy by applying for dispute resolution.

I am unable to restrict the Landlord's right to issue a notice to end tenancy to a Tenant. If the Tenant receives a notice to end tenancy and believes the Landlord does not have a sufficient reason to end the tenancy the Tenant may dispute the Notice and the parties can attend a dispute resolution hearing to resolve the dispute.

The Tenant's application is premature because a notice to end tenancy has not been issued and I am unable to restrict the Landlord's right to issue a notice to end tenancy.

The Tenant's application is dismissed.

The Tenant's request to recover the cost of the filing fee against the Landlord is dismissed.

Conclusion

The Tenant's application to restrict the Landlords right to issue a notice to end tenancy is not successful. A notice to end tenancy has not been issued to the Tenant and I am unable to restrict the Landlord's right to issue a notice to end tenancy.

The Tenant's application is dismissed.

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: February 10, 2023

Residential Tenancy Branch