



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

Dispute Codes      CNC, CNL, MNDCT, LRE, LAT, FFT

### Introduction

This hearing dealt with the tenant's two applications pursuant to the *Residential Tenancy Act* (the *Act*) for:

- cancellation of the One Month Notice to End Tenancy for Cause (the "One Month Notice"), pursuant to section 47;
- cancellation of the Two Month Notice to End Tenancy for Landlord's Use of Property (the "Two Month Notice"), pursuant to section 49;
- a Monetary Order for damage or compensation under the *Act*, pursuant to section 67;
- an Order that the landlord's right to enter be suspended or restricted, pursuant to section 70;
- an Order to Allow Access for the Tenant or their guests, pursuant to section 70; and
- authorization to recover the filing fee for this application from the landlord, pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions and arguments. The parties acknowledged receipt of evidence submitted by the other. I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure; however, I refer to only the relevant facts and issues in this decision.

### Preliminary Issue- Severance

Residential Tenancy Branch (RTB) Rule of Procedure 2.3 states that claims made in an Application for Dispute Resolution must be related to each other. Arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

It is my determination that the priority claims regarding the One Month Notice and the Two Month Notice and the continuation of this tenancy are not sufficiently related to any of the tenant's other claims to warrant that they be heard together. The parties were given a priority hearing date in order to address the question of the validity of the Notices to End Tenancy.

The tenant's monetary claim is unrelated in that the basis for them rests largely on facts not germane to the question of whether there are facts which establish the grounds for ending this tenancy as set out in the Notices to End Tenancy. I exercise my discretion to dismiss the tenant's monetary claims with leave to reapply. The remainder of the application was heard and considered for this hearing.

#### Preliminary Issue #2 – 2 Month Notice

At the outset of the hearing, the landlord advised that they have withdrawn the Two Month notice and no longer wish to pursue it, accordingly; I hereby cancel the Two Month Notice to End Tenancy for Landlords Use of Property dated January 20, 2023.

#### Issue(s) to be Decided

1. Is the tenant entitled to cancellation of the One Month Notice to End Tenancy for Cause, pursuant to section 47 of the *Act*?
2. Should an order be issued to restrict or set conditions on the landlords right to enter the suite?
3. Should an order be issued allowing the tenants guests to have access to the suite?
4. Is the tenant entitled to recover the filing fee for this application from the landlord, pursuant to section 72 of the *Act*?

#### Background and Evidence

The landlord gave the following testimony. The tenancy began about 7 years ago with the rent of \$1317.00 due on the first of each month. The landlord issued a One Month Notice to End Tenancy for Cause on March 20, 2023 for the following reason:

#### ***Landlord's notice: cause***

**47** (1) *A landlord may end a tenancy by giving notice to end the tenancy if one or more of the following applies:*

*(d) the tenant or a person permitted on the residential property by the tenant has*

*(i) significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property,*

DM testified that she wanted to inspect the unit as a landlord is entitled to and gave the tenant notice to enter on January 28, 2023, March 1, 2023, March 4, 2023 and March 9, 2023. DM testified that the tenant refused each time and won't allow them access to the unit. BM testified that they wish to inspect the unit as they haven't done so for several years due to the pandemic. DM testified that the tenant put wooden blocks under the door to barricade himself inside the unit and changed the lock without permission. DM testified that they want this tenancy to end.

CD gave the following testimony. CD testified that the landlords have been issuing notices to end tenancy to him because he refuses to agree to a rent increase above the regulations. CD testified that he will let the landlords into the unit if an Arbitrator tells him he must. CD testified that he denied access to the landlord as the parties were in the midst of another hearing and didn't want to have further confrontations with them or provide them another reason to issue another notice to end the tenancy.

The tenant wishes to continue living in the unit. CD testified that he didn't change the locks; if he had, he wouldn't need to put the blocks under the door to keep the landlord out. CD testified that he was prepared to allow the landlord in on the most recent request but they arrived early and he was waiting for his father to attend to be a witness. CD testified there was no threat to the landlords but only wanted his father present to observe.

### Analysis

It is worth noting that the relationship between the parties is an acrimonious one. The hostility towards each other was evident in this hearing. I address the application and my findings as follows.

### One Month Notice

When a landlord issues a notice under Section 47 of the Act they bear the responsibility in providing sufficient evidence to support the issuance of that notice. DM first stated

that she just wanted to inspect the unit to see what condition it was in, but then later stated that she issued the notice so that her daughter could move in. When DM and CD testified, they both spent the majority of their opportunity referring to the hearing of January 13, 2023 and the decision despite my attempts to have them focus on the applications before me.

DM was very upset about that decision and continually referred to it and stated that she issued the One Month Notice to End Tenancy for Cause so that her daughter could move in. The landlords have not provided sufficient evidence to prove the ground applied for, accordingly; I hereby cancel the One Month Notice to End Tenancy for Cause, it is of no effect or force.

*Suspend landlords right to enter suite & Order allowing tenants guests access*

The tenant did not provide sufficient evidence to justify issuing an order for either of those requests, accordingly; I hereby dismiss this portion of the tenant's application without leave to reapply.

Further to the above and for the benefit of the parties and at the tenant's numerous requests, I note that the tenant cannot refuse the landlord access to the unit if the landlord serves the tenant proper notice or if an emergency requires the landlord to enter.

I find it timely to put the tenant on notice that, if these alleged behaviours were to occur in the future and another notice to end tenancy issued, the record of these events would form part of the landlord's case should it again come before an Arbitrator, for consideration. As the majority of the tenant's application has been dismissed, he is not entitled to the recovery of the filing fees and must bear those costs for both files.

Conclusion

The One Month Notice to End Tenancy for Cause dated March 20, 2023 is cancelled, it is of no effect or force. 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 *Residential Tenancy Act*.

Dated: May 23, 2023

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Residential Tenancy Branch