



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, PSF, LRE, OLC, FFT

### Introduction

This hearing was convened by way of conference call concerning an application made by the tenants seeking the following relief:

- an order cancelling a One Month Notice to End Tenancy for Cause;
- an order that the landlord provide services or facilities required by the tenancy agreement or the law;
- 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 for the cost of the application.

Both tenants and the landlord attended the hearing, and the tenants were accompanied by a support person; the landlord was assisted by his son due to a language barrier. The parties each gave affirmed testimony and were given the opportunity to question each other and to give submissions.

The landlord advised that all evidence was given to the tenants on June 13, 2023 in person to one of the tenants, which is disputed by the tenants. The tenants have not provided any evidence to the landlord.

Any evidence that the parties wish to rely on must be provided to the other party. Since neither party has provided any evidence that the other party was provided with any evidence, I decline to consider any of it.

Issue(s) to be Decided

- Has the landlord established that the One Month Notice to End Tenancy for Cause was issued in accordance with the *Residential Tenancy Act*?
- Have the tenants established that the landlord should be ordered to provide services or facilities required by the tenancy agreement or the law, specifically heat and other repairs?
- Have the tenants established that the landlord's right to enter the rental unit should be limited or allowed conditionally?
- Have the tenants established that the landlord should be ordered to comply with the *Act* or the tenancy agreement, specifically by giving receipts for monies paid in cash?

Background and Evidence

**The first tenant** (LVC) testified that this month-to-month tenancy began on October 1, 2022 and the tenants still reside in the rental unit. Rent in the amount of \$1,200.00 is payable on the 1<sup>st</sup> day of each month. At the outset of the tenancy the landlord collected a security deposit from the tenants in the amount of \$600.00, as well as a pet damage deposit in the amount of \$300.00, about a month after the tenancy began. Both deposits are still held in trust by the landlord. The rental unit is a house with 3 suites, the other 2 suites are now vacant, and the landlord does not reside on the property.

The tenant further testified that on February 6, 2023 the landlord served the tenants with a One Month Notice to End Tenancy for Cause that is dated February 1, 2023 and contains an effective date of vacancy of March 1, 2023 by personally handing it to one of the tenants. The reasons for issuing it are blank; there are no reasons contained in the Notice.

The heating hasn't worked since the tenants lived there. There are electric baseboard heaters in the living room and in each bedroom, but only the one in the living room has ever worked, and the landlord is aware of that. Also, the wall plugs are hanging out, the kitchen plug-in overheats the microwave and the tenant's cell phone. The tenant told the landlord about that months ago.

The landlord shows up out of the blue without calling, phones the tenant constantly asking the tenant to sign papers to move out. The tenant told the landlord to provide the proper paperwork. The landlord arrived in March and pushed his way in.

The landlord refuses to give receipts for any payments. The tenant asked if rent could be paid by email so there would be a paper trail, but the landlord has insisted that rent be paid in cash and refuses to issue any receipts, and got quite violent. A neighbour came over and prevented the landlord from hitting the tenant from behind.

The landlord is also blocking the tenants' mail, which goes to the vacant main suite.

The tenant also testified that the landlord did not hand an evidence package to the tenant, but physically grabbed the tenant and tried to intimidate the tenant to sign papers that the tenant refused to sign. The landlord had papers in a folder waving them around, but the tenant does not know what they were. The tenant was close to charging the landlord with assault. That has happened twice, and the tenant didn't want it to escalate, hoping this could be resolved without going this far, but the tenant is still considering charges.

The landlord wants to demolish the rental building; a sign is in the front yard saying he is tearing it down. The tenant believes that the landlord is dividing it into 2 properties.

**The second tenant** (LH) testified that another tenant moved out and is helping to find another place for the tenants to move to.

On March 5, 2023 the tenant witnessed the landlord push the other tenant and he fell forward.

The tenants have asked for receipts but weren't given any. Rent was raised by \$100.00 on October 1, 2022.

**The landlord** testified with assistance from his son. The One Month Notice to End Tenancy for Cause was served on February 1, 2023 in person to one of the tenants.

The landlord is not aware of lack of heat or about issues with plugs; the tenants have not allowed the landlord to go in for the last 3 or 4 months. The landlord knows he has to give notice to inspect the rental unit, and denies that he pushed anyone.

#### SUBMISSIONS OF THE TENANTS:

There are serious plumbing issues and the drain under the kitchen sink is leaking. Only the 2 tenants reside in the rental unit.

#### SUBMISSIONS OF THE LANDLORD:

The landlord is re-developing, and knows about a Four Month Notice to End Tenancy for Demolition or Conversion of the Rental Unit to Another Use.

### Analysis

Firstly, 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 law, which can include the reason(s) for issuing it. In this case, I accept the undisputed testimony of the tenant that the landlord did not indicate any reasons in the One Month Notice to End Tenancy for Cause. The law requires that a landlord may only end a tenancy with a One Month Notice to End Tenancy for Cause if:

- (a) the tenant does not pay the security deposit or pet damage deposit within 30 days of the date it is required to be paid under the tenancy agreement;
- (b) the tenant is repeatedly late paying rent;
- (c) there are an unreasonable number of occupants in a rental unit;
- (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,
  - (ii) seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, or
  - (iii) put the landlord's property at significant risk;
- (e) the tenant or a person permitted on the residential property by the tenant has engaged in illegal activity that
  - (i) has caused or is likely to cause damage to the landlord's property,
  - (ii) has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property, or
  - (iii) has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;
- (f) the tenant or a person permitted on the residential property by the tenant has caused extraordinary damage to a rental unit or residential property;

(g) the tenant does not repair damage to the rental unit or other residential property, as required under section 32 (3) [*obligations to repair and maintain*], within a reasonable time;

(h) the tenant

(i) has failed to comply with a material term, and

(ii) has not corrected the situation within a reasonable time after the landlord gives written notice to do so;

(i) the tenant purports to assign the tenancy agreement or sublet the rental unit without first obtaining the landlord's written consent as required by section 34 [*assignment and subletting*];

(j) the tenant knowingly gives false information about the residential property to a prospective tenant or purchaser viewing the residential property;

(k) the rental unit must be vacated to comply with an order of a federal, British Columbia, regional or municipal government authority;

(l) the tenant has not complied with an order of the director within 30 days of the later of the following dates:

(i) the date the tenant receives the order;

(ii) the date specified in the order for the tenant to comply with the order.

Since the landlord has not indicated which of the above reasons the landlord has decided to end the tenancy, I cancel the One Month Notice to End Tenancy for Cause and the tenancy continues until it has ended in accordance with the law.

The landlord indicated that he is aware of the requirements of a Four Month Notice to End Tenancy for Demolition or Conversion of the Rental Unit to Another Use, which the landlord may serve once all permits have been obtained.

A landlord may not require a tenant to pay rent in cash, and if a tenant pays the landlord any money in cash the landlord MUST provide a receipt. I order the landlord to comply and provide the tenants with receipts for ALL monies received in cash from the beginning of the tenancy, including the security deposit and pet damage deposit.

A landlord must maintain rental property in a state of decoration and repair that makes it suitable for occupation by a tenant and complies with the housing standards required by law. I order the landlord to have the heating and plumbing and wiring repaired by no

later than June 30, 2023. If the landlord fails to do so, the tenants will be at liberty to apply for monetary compensation for the landlord's failure to comply with the law and this order.

A landlord must NOT enter onto rental property without giving the tenants at least 24 hours written notice, which must include the date and time and reason for the entry, which must be reasonable. If such a notice is given and served by posting it to the door the rental unit, it is not deemed served until 3 days after posting it. I totally reject the landlord's testimony that the tenants have not allowed the landlord to inspect for the last 3 or 4 months, and if that did happen, I find that the landlord has not given the tenants written notice as required by law. I order the landlord to comply with the *Act* by giving the required notice prior to attending to the rental unit, and that the landlord ensure that the tenants' mail is available to the tenants.

I find that this is a clear case of a landlord attempting to bully the tenants into moving out by whatever means the landlord can, including mail, lack of repairs, an illegal notice to end the tenancy, and refusal to give receipts for money paid in cash.

Since the tenants have been successful with the application the tenants are also entitled to recover the \$100.00 filing fee from the landlord. I grant a monetary order in favour of the tenants as against the landlord in that amount, and I order that the tenants be permitted to reduce rent for a future month by that amount, or may serve the order to the landlord and file it for enforcement in the Provincial Court of British Columbia, Small Claims division as an order of that Court.

### Conclusion

For the reasons set out above, the One Month Notice to End Tenancy for Cause dated February 1, 2023 is hereby cancelled and the tenancy continues until it has ended in accordance with the law.

I hereby order the landlord to repair the plumbing and heating and wiring in the rental unit by no later than June 30, 2023, failing which the tenants will be at liberty to apply for monetary compensation for the landlord's failure to do so and failure to comply with this order.

I further order the landlord to provide the tenants with receipts for ALL monies receiving in cash from the beginning of the tenancy and until the tenancy ends.

I further order that the landlord make available to the tenants all of their mail immediately.

I further order the landlord to provide the tenants with no less than 24 hours written notice to enter the rental unit, which must include the date, time and reason for entering, which must be reasonable.

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 may 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: June 19, 2023

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Residential Tenancy Branch