



# Dispute Resolution Services

Residential Tenancy Branch  
Ministry of Housing

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## **DECISION**

Dispute Codes      CNC, MNRT, PSF, LRE, OLC

### Introduction

The Tenant seeks various relief under the *Residential Tenancy Act* (the “Act”).

The only relief that is dealt with in this Decision is for an order to cancel a *One Month Notice to End Tenancy for Cause* (“Notice”) and an order restricting the Landlord’s right to enter the rental unit. The remainder of the Tenant’s claims are dismissed, with leave to reapply. In other words, the Tenant may file another application on those issues.

### Issues

1. Is the Tenant entitled to an order canceling the Notice?
2. Is the Tenant entitled to an order restricting the Landlord’s right of entry?

### Evidence and Analysis

The Landlord’s representative testified under oath that the Tenant had previously damaged a security camera. (The Tenant denies any such damage, but admitted to moving the camera because it was pointed at his window.) The Landlord and Tenant agreed to a payment plan whereby the Tenant would pay the Landlord back for the cost of the camera repairs. The Tenant failed to make all but a few payments under this plan and the Landlord subsequently issued the Notice.

The Notice, a copy is in evidence, indicates that the tenancy is being ended because the “Tenant has not done required repairs of damage to the unit/site/property/park.” This is a ground for ending a tenancy under section 47(1)(g) of the Act, which states that a landlord may end a tenancy when “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.”

However, in this dispute, there was, and is, no repairs of damage that the Tenant was or is required to complete. Rather, the Tenant was required to repay monies purportedly owed to the Landlord for the cost of repairs. The Landlord’s evidence does not persuade me to find, on a balance of probabilities, that a section 47(1)(g) ground exists to terminate this tenancy.

While I appreciate that the Landlord would like to be reimbursed for the cost of repairs, the Landlord has other options under the Act by which it can seek compensation. But a One Month Notice to End Tenancy for Cause is not such an option.

For these reasons, the *One Month Notice to End Tenancy for Cause*, signed and served on March 15, 2023, is hereby canceled effective immediately. The tenancy shall continue until it is ended in accordance with the Act.

Regarding the Tenant’s claim for an order restricting or suspending the Landlord’s right to enter the rental unit, I find there is insufficient evidence before me to set any such restrictions or suspensions. It is not lost on me that the Tenant is frustrated with what he perceives to be the Landlord’s lack of action on several issues with the rental unit.

However, that there were five inspections “but nothing done” after said inspections does not, I find, give rise to a situation where the Landlord has been found to have breached its obligations under section 29 of the Act. No such order will therefore be made.

Conclusion

**The Tenant's application for an order cancelling the Notice is GRANTED.**

**The *One Month Notice to End Tenancy for Cause* dated March 15, 2023, is hereby ordered CANCELLED effective immediately.**

The Tenant's application for an order for restrictions on the Landlord's right of entry is DISMISSED without leave to reapply. The remainder of the claims are dismissed with leave to reapply.

Dated: July 18, 2023

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Residential Tenancy Branch