



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Introduction

This hearing was convened in response to applications filed by the landlord and the tenants.

The landlord's application is seeking orders as follows:

1. For an order of possession; and
2. To recover the cost of filing the application.

The tenants' application is seeking orders as follows:

1. To cancel a One Month Notice to End Tenancy for Cause,
2. To suspend or set conditions on the landlord's right to enter the rental unit; and
3. To recover the cost of filing the application.

Both parties appeared.

I find the tenants were not served with a One Month Notice for Cause in the proper form RTB-33. The evidence of both parties shows the tenants were served with a proof of service document RTB-34. This is not a notice to end tenancy. Therefore, there is no notice to end tenancy before me. Therefore, the landlord's request for an order of possession and the tenant's request for to cancel a One Month Notice to End Tenancy for Cause are dismissed.

In this case, I am not satisfied that the tenants complied with the substituted service decision they received on May 1, 2023. The tenants were Ordered to provided proof of service of the e-mail. This was not done as Ordered. Further all evidence the tenants have filed is late, as it was filed 9 days before the hearing. Therefore, I decline to make any orders that suspend or set condition on the landlord's right to enter the rental.

As both applications are dismissed. I decline to award the filing fee to either party.

However, at the hearing, I informed both parties of their obligation under the Act.

Section 29(1) of the Act states, that 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;

To clarify to the tenant and landlord, this means that the landlord can do a general inspection each month of the entire rental unit to ensure the tenants are complying with their obligation under the Act. As an example, maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access.

This does not include if repairs have been requested by the tenant or if repairs need to be completed to maintain the rental unit. As the landlord must under the Act maintaining the rental unit to ensure it complies with health, safety and housing standards.

However, if the landlord does not have the tenant's permission to enter, they must give the tenants 24 hours written notice, stating the date, and time of entry and stated the purpose. If proper notice is given in the proper form, the tenant cannot deny access.

No notice is required to be given for emergency repairs as set out in the Act.

Conclusion

The tenant's application is dismissed. The landlord'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: July 17, 2023