



DECISION

Introduction

This hearing dealt with the Tenant's Application for Dispute Resolution under the *Residential Tenancy Act* (the "Act") for:

- cancellation of the Landlord's One Month Notice to End Tenancy for Cause (One Month Notice) under section 47 of the Act
- an order to suspend or set conditions on the Landlord's right to enter the rental unit under section 70(1) of the Act
- an order requiring the Landlord to comply with the Act, regulation or tenancy agreement under section 62 of the Act

It also dealt with the Landlord's Application under the Act for:

- an Order of Possession based on a One Month Notice to End Tenancy for Cause (One Month Notice) under sections 47 and 55 of the Act
- authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

The Landlords and the Tenant attended the hearing.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

Both parties acknowledged receipt of the other party's proceeding package.

Service of Evidence

Both parties acknowledged receipt of the other party's evidence.

Issues to be Decided

Is the One Month Notice valid? If so, should an Order of Possession be granted to the Landlord?

Should an order suspending or setting conditions on the Landlord's right to enter the rental unit be made?

Should the Landlord be ordered to comply with the Act, regulation or tenancy agreement?

Should the Landlord recover the filing fee from the Tenant?

Background and Evidence

The tenancy began on February 1, 2020. Monthly rent is currently \$1,780.00. There is a signed tenancy agreement between the parties

On March 15, 2024, the Landlord gave the Tenant a One Month Notice to End Tenancy for Cause. The One Month Notice is not signed by the Landlord. It is dated March 13, 2024.

The One Month Notice was given because the Landlord claimed that the Tenant was not allowing his real estate agent to conduct open houses.

The Tenant said that he allowed open houses, but they had to be reasonable and limited. In particular, he did not think it was reasonable to conduct open houses on both Saturday and Sunday of back-to-back weekends. For that reason, the Tenant sought to limit the Landlord's right to enter the rental unit and conduct open houses to every second week or one full weekend per month.

The Tenant also said that the Landlord is disturbing him, including by purporting to give a 2 Month Notice and trying to raise rent in excess of what is legally permitted.

Analysis

Is the One Month Notice valid? If so, should an Order of Possession be granted to the Landlord?

Section 52 of the Act states as follows:

52 In order to be effective, a notice to end a tenancy must be in writing and must

(a) be signed and dated by the landlord or tenant giving the notice,

(b) give the address of the rental unit,

(c) state the effective date of the notice,

(d) except for a notice under section 45 (1) or (2) [tenant's notice], state the grounds for ending the tenancy,

(d.1)for a notice under section 45.1 [tenant's notice: family violence or long-term care], be accompanied by a statement made in accordance with section 45.2 [confirmation of eligibility], and

(e) when by a landlord, be in the approved form.

Because the One Month Notice was not signed by the Landlord, it is not valid. It is therefore cancelled.

Should an order suspending or setting conditions on the Landlord's right to enter the rental unit be made?

The parties are at odds over the scheduling of open houses. The Landlord's evidence shows that they want to schedule open houses twice a week (March 12 text message). The Tenant does not want there to be open houses more than once a month.

The Landlord has a right to conduct open houses. At the same time, the Tenant has a right to quiet enjoyment, which includes not being disturbed unreasonably.

I find it is appropriate to make an order setting conditions on the Landlord's right to enter the rental unit for the purposes of open houses or showings of the property.

In particular, I find that it is reasonable to limit the number of open houses or showings to every second week for no more than 6 hours each time. The Tenant should also be notified of any open houses 7 days in advance.

The Landlord's right to enter the rental unit (inspections, repairs, etc.) is otherwise not restricted.

Should the Landlord be ordered to comply with the Act, regulation or tenancy agreement?

The Tenant said that the Landlords sought to increase the rent in excess of the Act and gave him a Two Month Notice to End Tenancy that was not valid. He also said that the Landlords were bullying and intimidating him, for example by having their son contact him.

I am not satisfied that an order requiring the Landlord's to comply with the Act, the regulation or the tenancy agreement is required. The Landlords are allowed to have their son act as an agent on their behalf. The Landlord is also entitled to request a rent increase in excess of the Act – the Tenant, of course, is free to refuse it. Regarding the Two Month Notice, I accept that this was a mistake made on the part of the Landlord, who now understands how tenancies can end.

This claim is therefore dismissed without leave to reapply.

Should the Landlord recover the filing fee from the Tenant?

The Landlord was not successful and is therefore not entitled to recover the filing fee.

Conclusion

The One Month Notice dated March 13, 2024 is cancelled.

The Tenant's application to suspend or set conditions on the Landlord's right to enter the rental unit is granted. The Landlord is permitted to enter the rental unit for the purpose of an open house or showing every two weeks for no more than 6 hours at a time. The Tenant should also be notified of any open houses 7 days in advance.

The Tenant's application for an order requiring the Landlord to comply with the Act, the regulation, or the tenancy agreement is dismissed without leave to reapply.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Act.

Dated: May 13, 2024

Residential Tenancy Branch