



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, OLC, LRE, FF

### Introduction

This hearing was convened with respect to an application filed by the tenant seeking to cancel a Notice to End Tenancy given for Cause, seeking to restrict the landlords right of entry, seeking to compel the landlord to comply with the Act and seeking to recover the filing fee paid for this application.

Both parties appeared at the hearing and gave evidence under oath.

### Issue(s) to be Decided

Does the landlord have cause to end this tenancy? Is the tenant entitled to the Orders sought?

### Background and Evidence

The tenant testified that she was served with a Notice to End Tenancy for Cause on or about February 22, 2012.

Neither party submitted a copy of the actual Notice to End Tenancy for Cause.

The landlord says he wishes to evict the tenant because she will not allow him to inspect the rental unit and because she did not tell him she was pregnant when she entered into the tenancy agreement.

The tenant submits that she has allowed the landlord to inspect when he has given notice to do so but she notes he came in one time when she and her husband were away. The tenant says at time the rental unit was a mess and this is because she and her husband both work full time, they have a 3 year old and she is due to give birth by Caesarean section tomorrow. The tenant says that she will now be home full time and be able to keep the rental unit clean. The tenant says she did not lie to the landlord but she was not aware that she was pregnant when they entered into the tenancy

agreement. She says she did not think it would be an issue in any event because the landlords said they liked children and she already has a 3 year old.

The tenant said she did not mean to seek to restrict the landlord's right of entry or an Order that he comply. Those claims are therefore withdrawn.

The landlord said she was not truthful with him and the place needs to be cleaned up.

### Analysis

Neither party has submitted the Notice upon which this application is based and I am not prepared to grant an Order based on a Notice to End Tenancy which I have not inspected. Having said that, the reasons the landlord gives for wishing to end this tenancy would not have been sufficient in any event.

The tenant's application seeking to cancel the Notice is therefore allowed. The effect of this decision is that this tenancy shall continue as though no notice had been given.

The tenant paid \$50.00 to bring this application to secure her tenancy, as she has been successful I will allow her to recover that sum by deducting it from her next rental payment.

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: March 14, 2012.

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Residential Tenancy Branch