



# Dispute Resolution Services

Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION AND REASONS**

### Dispute Codes

CNC & LAT

### Introduction

This hearing dealt with two applications for dispute resolution by the tenant. In one application the tenant is seeking authorization to change the locks to the rental unit to restrict the landlord's right to access. The other application is requesting that a one month Notice to End Tenancy be set aside.

### Issues to be Determined

Should the one month Notice to End Tenancy for cause be set aside? Are there sufficient reasons to set conditions or suspend the landlord's right to access the tenant's rental unit or to allow the tenant to change the locks to his rental unit?

### Submissions of the Parties

The landlord submitted at the start of the hearing, prior to the tenant appearing, that the one month Notice to End Tenancy had been rescinded. She indicated that on her return from being away as the manager of the rental unit she did not believe that the circumstances between the tenant and the acting resident manager should have reached the point it did. The landlord was not aware that this hearing also dealt with an application by the tenant requesting that he change the locks to his rental unit.

The tenant appeared for the hearing and requested that he be granted permission to change the locks to his rental unit. The tenant submitted that he respects the rights of other people and his rights should be protected.

The landlord acknowledged that the acting resident manager inappropriately entered the tenant's suite; however, she indicated that this was a one time indiscretion and would not occur again. She also confirmed that when she is away she will not leave a key to the tenant's rental unit with an acting manager but will leave it with the owner.

### Analysis

Although the tenant never acknowledged in the hearing that the one month Notice to End Tenancy had been rescinded, I accept the landlord's evidence that this is the case. Therefore, I find that the one month Notice to End Tenancy is no longer of any force or effect.

Respecting the tenant's request to change the locks to his rental unit, I find that this is not necessary as I am satisfied that the events leading to this hearing and dispute were exceptional and will not occur again. I agree with the landlord's characterization that the dispute escalated due to an overzealous acting resident manager and a possible personality conflict between the acting manager and the tenant.

I am satisfied that the landlord will take all steps to ensure that the tenant's privacy and quiet enjoyment are not invaded again as occurred when this dispute arose. I am satisfied that the landlord will provide the tenant with all reasonable notice prior to requesting access to his rental unit as required by the *Act*.

Therefore, I deny the tenant's application requesting authorization to change the locks on his rental unit.

### Conclusion

The tenant's applications are dismissed. The landlord has withdrawn the one month Notice to End Tenancy and I find that it is not necessary for the tenant to change the locks to his rental unit as I am satisfied that the landlord will not enter the tenant's rental unit except as authorized under section 29 or 33 of the *Act*.

Dated April 21, 2009.

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Dispute Resolution Officer