

Decision

Dispute Codes: O, FF

Introduction

This hearing dealt with an application by the landlord for an order authorizing entry to the unit, an order authorizing the rekeying of the lock on the unit, and recovery of the filing fee. Both parties participated in the hearing and gave affirmed testimony.

Issues to be decided

- Whether the landlord is entitled to any or all of the above under the Act

Background and Evidence

Pursuant to a written tenancy agreement, the month-to-month tenancy began on September 1, 2003. Currently, the tenant's portion of monthly rent is \$324.00

Evidence submitted by the landlord includes, but is not limited to, a description of work related to an improvement project being undertaken in the complex within which is located the tenant's unit. In part, the description reads as follows:

[the] major Improvement Project [combines] building envelope renovations with sustainability improvements, which includes, but is not limited to, waterproof membrane, the replacement of the exterior siding, upgrades and replacement of all windows, doors, balconies & sliding doors, roof decks, bathroom fans, lighting upgrade, installation of new low flow toilets, boiler upgrade and fire alarm systems upgrade. While [the project] involves significant work over a period of two years, all tenants are able to continue to live in their homes. Should for any reason a tenant's suite be found to require more intrusive work furnished guest suites have been made available. These suites are also available should a tenant wish to have somewhere to go while work is being undertaken. Tenants also have the opportunity to request a transfer to another BC Housing

development should they deem that the work is too much of an intrusion in their lives.

Other evidence submitted by the landlord includes a chronological overview of interactions with tenant around access to the unit in association with the above project, as well as correspondence between the parties and other written communication. In summary, the parties have encountered miscellaneous difficulties with each other which, from the landlord's perspective, are currently hampering the ability to "carry out and prepare the suite for the installation of windows and for the actual installation of windows." Further, in its submission the landlord states that, "The building envelope contractors are on a tight schedule and cannot be denied access to carry out this work." The landlord's agent testified that actions taken by the tenant to deny access to the unit include unauthorized changing of the locks on the unit.

For her part, the tenant has a number of concerns related to access to her unit, which she has set out in an application for dispute resolution to be heard in a later hearing.

Analysis

The full text of the Act, regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca/

Section 32 of the Act addresses **Landlord and tenant obligations to repair and maintain**, and provides in part as follows:

32(1) A landlord must provide and maintain residential property in a state of decoration and repair that

- (a) complies with the health, safety and housing standards required by law, and
- (b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

Section 31 of the Act addresses **Prohibitions on changes to locks and other access**, and provides as follows:

31(1) A landlord must not change locks or other means that give access to residential property unless the landlord provides each tenant with new keys or other means that give access to the residential property.

(1.1) A landlord must not change locks or other means of access to a rental unit unless

(a) the tenant agrees to the change, and

(b) the landlord provides the tenant with new keys or other means of access to the rental unit.

(2) A tenant must not change locks or other means that give access to his or her rental unit unless the landlord agrees in writing to, or the director has ordered, the change.

Section 29 of the Act addresses **Landlord's right to enter rental unit restricted**, and provides in part as follows:

29(1) A landlord must not enter a rental unit that is subject to a tenancy agreement for any purpose unless one of the following applies:

(c) the landlord has an order of the director authorizing the entry;

Residential Tenancy Policy Guideline # 7 speaks to "Locks and Access," and provides in part as follows:

Where a tenant prevents a landlord entering, after a valid notice of entry has been given, the landlord may apply for an Order for entry at a specified time and for a specified purpose. The arbitrator can, at that time, determine if the reason for entry is a reasonable one.

A “reasonable purpose” may include “carrying out repairs to the premises.”

Based on the documentary evidence and testimony of the parties, I find that the landlord’s purpose for entering the subject unit is reasonable, and further, that it requires frequent, unhindered, but short term / time limited access.

I further find that the tenant has changed the lock(s) on the unit without the landlord’s written consent and without an order from the director.

Following from all of the above, I hereby order as follows:

- i) That the landlord may proceed to rekey the lock on the unit;
- ii) That the landlord may enter the unit for the purpose of undertaking work related to window replacement between the hours of **8:00 a.m. and 4:00 p.m.** on the following days:

WEEK # 1

Monday, May 10; Tuesday, May 11; Wednesday, May 12; Thursday, May 13 & Friday, May 14.

WEEK # 2

Monday, May 17 & Tuesday, May 18.

- iii) That the landlord ensure that a designated person remains present outside the unit door on occasions when workers are not inside the unit, but the door remains unlocked.
- iv) That the landlord ensure that when all work has been completed in the unit during any of the above days, the door to the unit is locked.

As the landlord has succeeded in this application, I find that the landlord is entitled to recover the filing fee. Accordingly, I hereby issue a monetary order in favour of the landlord in the amount of \$50.00.

Conclusion

I hereby order the parties to comply with the orders as set out above.

Pursuant to section 67 of the Act, I hereby issue a monetary order in favour of the landlord in the amount of **\$50.00**. Should it be necessary, this order may be served on the tenant, filed in the Small Claims Court and enforced as an order of that Court.

DATE: April 27, 2010

Dispute Resolution Officer