



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

### Dispute Codes:

OLC, LRE, LAT

### Introduction

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, to present affirmed oral testimony and to make submissions during the hearing.

### Preliminary Matter

There was no agreement in relation to the evidence submitted by each party. Evidence was either late or service was contested. Therefore, all evidence was set aside and the parties were at liberty to read in their submissions as testimony. The tenant chose to read from his evidence.

### Issue(s) to be Decided

Must the landlord be Ordered to comply with the Act?

Must conditions be placed on the landlord's right to enter the rental unit?

May the tenant change the locks to his rental unit?

### Background and Evidence

The tenant has lived in this building for approximately 10 years. The tenant submitted that on 4 occasions, once in each 2007, 2008 and twice in 2010, the building manager has entered his rental unit without permission or advance notice.

The tenant alleged that unknown persons are entering his unit at night and opening his door so they can place bugs inside of his unit. The tenant has watched male individuals open the door to his unit and neighbouring units and viewed them shaking envelopes of insects into the unit and leaving the envelopes in the unit.

The tenant's witness was present in 2007 and 2010, when the building manager entered without warning. In 2007 the manager knocked on the door and quickly entered, to look behind the tenant's desk and that he stated he was looking for an intruder.

The witness confirmed that earlier in 2010, the building manager entered the unit, that he rushed into the unit and that he was looking for tools.

The tenant read from a statement in which he described the building manager entering his unit in September. The person at the door had identified themselves as the landlord's agent; the tenant did not open the door. The building manager then entered to repair the smoke alarm system.

The building manager could not recall the 2007 incident described by the tenant.

The building manager did quickly enter the unit earlier this year, due to flooding upstairs. Earlier this month he also entered as the smoke alarm system indicated that the unit had been tampered with in the tenant's unit. The building manager announced himself at the door and when the tenant did not answer, he entered and was able to repair the unit in the entryway of the unit; the tenant was present.

The tenant alleged the building manager has verbally abused him; the building manager denied this and stated that the tenant always greets him in a friendly manner. The building manager will only enter a unit if there is a risk of fire, flood or a possible emergency situation that would require dialing 911.

The tenant had changed the lock to his unit, but has since given warning by the landlord he has removed the lock, pending the outcome of this hearing. The tenant does not feel secure in his home. The landlord confirmed that the tenant may install an interior chain lock, for use when he is at home.

## Analysis

Section 33 of the Act provides a definition of emergency repairs:

*(1) In this section, "**emergency repairs**" means repairs that are*

- (a) urgent,*
- (b) necessary for the health or safety of anyone or for the preservation or use of residential property, and*
- (c) made for the purpose of repairing*
  - (i) major leaks in pipes or the roof,*
  - (ii) damaged or blocked water or sewer pipes or plumbing fixtures,*
  - (iii) the primary heating system,*
  - (iv) damaged or defective locks that give access to a rental unit,*
  - (v) the electrical systems, or*
  - (vi) in prescribed circumstances, a rental unit or residential property*

I find that the entry by the landlord in relation to a flood and repair of the smoke alarm system qualify as potential emergencies. A flood can cause serious damage to suites and any malfunction of the alarm system could place tenants at risk.

I find that there is no evidence supporting an allegation that the building manager has entered the unit on any other occasions.

The allegations in relation to unknown persons having access to the door of the unit are not proven. The tenant had no witnesses to corroborate his version of events or any other evidence that neighbouring occupants reported unknown persons leaving envelopes in their units. The tenant did not report these events to the landlord, so that an investigation could occur.

The landlord confirmed that the tenant may install an interior chain lock, so that he has increased security when he is at home and I find this a reasonable solution. Therefore, I find that the tenant may not change the lock to his door and that no restrictions will be placed on the landlord's right to enter the unit.

The landlord may enter the rental unit in cases of emergency, as defined by the Act, or when proper written Notice has been given as required by section 29 of the Act. The parties may also come to a mutual agreement in relation to entry.

I suggest that any time the landlord must enter the unit, due to an emergency situation, that the landlord may wish to follow-up with a written note to the tenant, explaining the reason entry was required. This would give the tenant a reference for any entry that was required without the benefit of prior written notice and assist in avoiding future confusion in relation to the reasons for entry.

### Conclusion

The tenant's Application is dismissed; he may not change the lock to his rental unit and conditions will not be set on the landlord's right to enter the unit as provided by the Act.

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: September 27, 2010.

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Dispute Resolution Officer