

Decision

Dispute Codes: OLC, ERP, LAT

Introduction

This hearing dealt with an application by the tenant for an order instructing the landlord to comply with the Act, regulation or tenancy agreement; an order instructing the landlord to make emergency repairs for health or safety reasons; and authority for the tenant to change locks on the rental unit.

Both parties participated in the hearing and gave affirmed testimony. The tenant demonstrated a level of agitation during the hearing which contributed to some difficulty in focusing and clarifying the specific issues in dispute.

Issues to be decided

- Whether the tenant is entitled to any or all of the above under the Act, regulation or tenancy agreement

Background and Evidence

Pursuant to a written tenancy agreement, the month-to-month tenancy began on July 1, 2010. Rent in the amount of \$1,200.00 is payable in advance on the first day of each month. A security deposit of \$600.00 was collected near the outset of tenancy. The tenancy agreement also requires the tenant to pay a 40% monthly share of certain utilities. While both parties expressed an interest in ending the tenancy soon, no matters related to that are presently before me and, in the interim, a number of issues remain in dispute. These issues and my findings around each are set out below.

Analysis

Access to the rental unit:

The tenant alleges that the landlord has improperly entered the rental unit. In this regard, section 28 of the Act addresses **Protection of tenant's right to quiet enjoyment**, and provides as follows:

28 A tenant is entitled to quiet enjoyment including, but not limited to, rights to the following:

- (a) reasonable privacy;
- (b) freedom from unreasonable disturbance;
- (c) exclusive possession of the rental unit subject only to the landlord's right to enter the rental unit in accordance with section 29 [*landlord's right to enter rental unit restricted*];
- (d) use of common areas for reasonable and lawful purposes, free from significant interference.

Further, section 29 of the Act addresses **Landlord's right to enter rental unit restricted**, and provides:

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:

- (a) the tenant gives permission at the time of the entry or not more than 30 days before the entry;
- (b) at least 24 hours and not more than 30 days before the entry, the landlord gives the tenant written notice that includes the following information:
 - (i) the purpose for entering, which must be reasonable;

(ii) the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant otherwise agrees;

(c) the landlord provides housekeeping or related services under the terms of a written tenancy agreement and the entry is for that purpose and in accordance with those terms;

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

(e) the tenant has abandoned the rental unit;

(f) an emergency exists and the entry is necessary to protect life or property.

(2) A landlord may inspect a rental unit monthly in accordance with subsection (1)(b).

Pursuant to the tenant's concerns and in the absence of a finding that the landlord has breached any of the above statutory provisions, **I hereby order the landlord to FORTHWITH comply with the statutory provisions set out above.**

Locks:

Either directly or indirectly, there appear to be three separate doors which give access to the tenant's unit. The tenant acknowledges having changed the locks on one of these doors without the landlord's permission. Further, key access by way of one of these doors is not available on the tenant's side of the door.

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 common areas of residential property unless the landlord consents to the change.

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

As discussed during the hearing, **I hereby order the landlord to FORTHWITH ensure that all three (3) doors are able to be locked from both sides, and that both parties have keys to locks on all three (3) doors.**

Further, in the interim, **I hereby order the tenant to FORTHWITH provide the landlord with a key to the lock which she changed without the landlord's consent.**

Storage:

Some of the difficulty in resolving various aspects of the dispute, appears to arise out of the separate dealings the tenant has had with landlords Mr. "R" and Ms. "R." While the

tenant appears to be claiming she was informed that storage is included as part of the tenancy, such a provision is not reflected in the written tenancy agreement. Further, while Mr. "R" was present at the hearing, Ms. "R" was not. Accordingly, in the absence of sufficient evidence, I am unable to make a more definitive finding in relation to the tenant's concerns about a lack of storage.

Laundry facilities:

The tenancy agreement provides for the tenant's access to laundry facilities. The parties agree that the tenant's access is on Sundays and Tuesdays from 9:00 a.m. to 9:30 p.m. I take from the testimony of the tenant, that access to the laundry facilities is locked, and the landlord has not provided the tenant with a key. The tenant claims she has had to initiate contact with the landlord on occasions when the door has been locked during the times designated for her use.

Section 27 of the Act addresses **Terminating or restricting services or facilities**, and provides in part as follows:

27(1) A landlord must not terminate or restrict a service or facility if

(b) providing the service or facility is a material term of the tenancy agreement.

Based on the documentary evidence and testimony of the parties, I find that provision of laundry facilities is a material term of the tenancy agreement. Further, **I hereby order the landlord to FORTHWITH ensure that access to these facilities is not**

prohibited by way of a locked door during any portion of the two times designated for the tenant's use, as above.

I also hereby order the landlord to FORTHWITH provide the tenant with a key to the laundry facilities.

Mail Box:

In a “tentative agreement” between the parties it is stated, in part:

A new mail box will be installed by the tenant’s entry door. Only the tenant will have access to this mail box. At the end of tenancy, the tenant must return the key to the landlord.

The tenant states that mail addressed to her and mail addressed to the landlord are all delivered to the landlord’s mail box at the front entrance to the house. The tenant objects that she does not have direct access to her mail, rather, she relies on the landlord to screen out her mail from amongst all the mail delivered to the landlord’s mail box at the front of the house and then to deliver it to her mailbox at the back of the house. The tenant takes the position that this form of mail delivery is unreliable as well as a breach of her privacy. As discussed, **I hereby order the landlord to FORTHWITH install a locked mailbox for the tenant’s unit at the front entrance to the house, to clearly label the mailbox with the tenant’s name and / or the address of the rental unit, and to provide the tenant with a key to the lock on the tenant’s mailbox.**

Parking:

The tenancy agreement provides that “Parking for 1 vehicle(s)” is included in the tenancy. A “tentative agreement” between the parties further provides that “Parking for tenant’s personal use is located on the outside of the fence separating the lot from the

Vancouver public library.” The tenant submits that “When I have the car park on Rupert Library often busy and a sign prohibits parking there.” The landlord claims that parking is adequate. Once again, in this aspect of the dispute some difficulty arises out of the tenant’s separate dealings with landlord Mr. “R” and Ms. “R.” In the result, I find there is insufficient evidence to enable me to make a more definitive finding in this matter, however, I do find that the tenant has the option of setting out evidence in support of an

application for permission to reduce rent for services or facilities agreed upon but not provided.

Conclusion

Orders issued to both parties in relation to this tenancy are set out above.

DATE: October 7, 2010

Dispute Resolution Officer