



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ERP, RP, LRE, RR

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking an order to have the landlord make emergency repairs; to make repairs; to suspend or set conditions on the landlord's right to access to the rental unit; to reduce rent.

The hearing was conducted via teleconference and was attended by the tenant and the landlord

Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to an order requiring the landlord to complete emergency repairs and repairs; to restrict the landlord's access to the unit; and to reduce rent for repairs agreed upon but not provided, pursuant to Sections 29, 32, and 33 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The parties agree the tenancy began in May 2006 as a month to month tenancy with a monthly rent of \$680.00 due on the 30th or 31st of each month with a security deposit of \$340.00 paid.

The tenant testified that she had moved out of her unit recently into an adjacent rental unit and told the landlord she would not move back to the unit until certain repairs were made. The tenant testified she provided a list of repairs to the landlord in mid February 2012 and the landlord has failed to make the repairs.

The tenant has requested repairs to the bathtub; electrical issues such as an outlet in the laundry room laying on the floor and no working lights in the kitchen; the stove; the windows; and the removal of black mould.

The landlord testified that she is more than willing to investigate each of the tenants repair requests except for a door that had been installed without her permission but that the tenant continually refuses her entry into the unit. The landlord testified that tenant has installed cameras all over the unit and when she knocks on the door or approaches the tenant refuses to even respond to the landlord.

The parties agree the tenant has changed locks on the rental unit and has not provided the landlord with a key to the rental unit. The tenant testified she hasn't given the landlord a copy of the key because she has not asked for it. The tenant asserts the landlord enters the rental unit without any notice or even knocking on the door.

Analysis

Section 32 of the *Act* requires a landlord provides and maintains a rental unit in a state of decoration and repair that complies with the health safety, and housing standards required by law and having regard for the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

The section goes on to say that a tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and that the tenant must repair damage to the rental unit that is caused by the actions or neglect of the tenant.

However, the landlord cannot repair anything if the landlord is not informed of the problems and furthermore the landlord cannot repair anything if the tenant refuses access to the landlord.

Section 31 of the *Act* stipulates that a tenant must not change locks unless the landlord gives written agreement to do so and a key is provided to the landlord for emergencies. From the testimony of the tenant I accept that she has not provided the landlord with a key and I order her to do so immediately.

As the tenant has not disputed the landlord's testimony that she has installed cameras all around the rental unit and has changed the locks without providing the landlord with copies of the keys, I find it very probable that the landlord may have attempted to make some of the repairs requested but that the tenant has refused the landlord access.

As a result, I find the tenant's Application seeking an order to make repairs is premature because she has not provided the landlord with access to the unit in order to even determine whether the repairs are necessary.

Based on the testimony of both parties and my findings above, I find it very unlikely that landlord has gained any access to the unit at all let alone by simply just walking in on the tenants. As such, I find no reasons to suspend or set conditions on the landlord's right to access other than those already required under Section 29.

Section 29 allows a landlord to enter the rental unit under the following circumstances:

- The tenant gives permission;
- The landlord provides the tenant with notice at least 24 hours in advance of their intent to enter; the purpose for entering (which must be reasonable) and the time;
- The landlord has an order under the *Act*;

- The tenant has abandoned the rental unit; or
- An emergency exists and the entry is necessary to protect life or property.

I find that for the purposes of the landlord to investigate and make repairs to the unit there is no requirement for the tenant to provide permission. As noted above, the landlord may enter the unit (if they have a key) by simply providing the tenant with 24 hour notice that includes the reasons and the time of the entry.

By the tenant failing to provide the landlord a key, I find the tenant is not allowing the landlord to fulfil her obligations or her rights to access under the *Act*

Conclusion

For the reasons noted above, I dismiss the tenant's Application in its entirety.

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 23, 2012.

Residential Tenancy Branch