



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

**OLC, MNDC, LAT, LRE, FF**

### Introduction

This hearing was scheduled in response to the tenant's Application for Dispute Resolution, in which the tenant has made application requesting compensation equivalent to the filing fee cost; an Order the landlord comply with the Act; that conditions be set on the landlord's right to enter the unit and that the tenant be authorized to change the locks to the unit.

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, all of which has been reviewed, to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the evidence and testimony provided.

### Issue(s) to be Decided

Should limits be placed on the landlord's right to enter the rental unit?

May the tenant change the locks to the rental unit?

### Background and Evidence

The parties agreed that the tenancy commenced on January 1, 2012; an agreement was signed but a copy of the agreement was not supplied as evidence.

The tenant alleged that the landlord has entered his unit on 5 or 6 occasions without permission or notice. The tenant lives in a lower suite in the landlord's home and said that he has discussed the entry with the landlord's daughter. The tenant would like to change the locks to the unit.

The tenant also said that the landlord cut off his service to internet and cable. The landlord stated that the tenant went in the landlord's office, without permission and drilled a hole in the wall to access his cable. Both parties agreed that cable and internet were not included as term in the written tenancy agreement.

The landlord stated that he has never entered the tenant's unit; outside of one occasion when the tub overflowed in the upper unit and one another occasion when he showed the unit to friends; with the tenant's permission, while the tenant present. The tenant had agreed to let the landlord show the unit.

The tenant denied having allowed the landlord to show the unit and believes the landlord is entering the unit when he is not home.

During the hearing the landlord told the tenant he can change the locks if he likes; the landlord has no problem with the tenant doing so.

### Analysis

During the hearing the landlord gave the tenant permission to change the locks to the unit, if he wishes to do so. The locks can be changed at the tenant's expense.

If the tenant does change the locks to the unit I Order, pursuant to section 62(3) of the Act, that the tenant provides the landlord with the keys to the locks, at the point the tenancy ends.

As the landlord has agreed to allow the tenant to change the locks there is no need for any Order in relation to entry. The landlord may enter the unit as provided by section 29 of the Act, which is appended after the conclusion of this decision. The tenant must allow the landlord entry, in accordance with the Act.

As this matter was mutually settled I find that a hearing was not required and decline filing fee costs to the tenant.

### Conclusion

The tenant has the landlord's permission to change the locks to the rental unit.

The tenant is Ordered to give the landlord copies of keys, at the end of the tenancy, should the locks be changed.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: November 02, 2012.

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Residential Tenancy Branch

***Landlord's right to enter rental unit restricted***

- 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).*