



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, LRE, O, SS, FF

Introduction

This was the hearing of an application by the tenants. The hearing was conducted by conference call. The tenant and the landlords called in and participated in the hearing. The tenant applied to cancel a Notice to End Tenancy for landlord's use. She requested an order suspending or setting conditions on the landlord's right to enter the rental unit. In fact the tenant has not received a Notice to End Tenancy for landlord's use so there is no basis for the tenant's application to cancel a Notice to End Tenancy.

Issue(s) to be Decided

Should an order be made to suspend or set conditions on the landlord's right to enter the rental unit?

Background and Evidence

The rental unit is a suite on the main floor of a house in Vancouver. The tenant testified that she has lived in the rental unit for 14 years. The tenant complained at the hearing that the landlord has been harassing her in order to force her to move out of the rental unit so that he can raise the rent and sell the rental property. The tenant testified that she has a lock on the back gate of the rental property because otherwise people enter the property from the back lane. She complained that the landlord forced her to put a different lock on the back gate. She also complained that the landlord has attempted to make her change the lock on the garage, even though she has exclusive use of the garage and the tenants have stored their personal effects in the garage.

The tenant testified that the landlord has been on the property on a daily basis from June to mid September to perform work on the property and this has seriously interfered with the tenants' quiet enjoyment of the rental unit. She said that she came home on June 26th to find that the landlord cut down all the trees in the back yard of the property. She also testified that the landlord entered the rental unit without permission. She said this was reported to her by the occupant of the downstairs unit. The tenant testified that the landlord has been harassing her with unfounded complaints that she is feeding

raccoons on the rental property. She testified that the occupant of the basement suite told her that on a day when she was away the landlord had entered the rental unit through the window.

The landlords testified that they began making some improvements to the rental property and performed renovations to the basement suite beginning on June 26, 2012. They said the work took four to five weeks and they were not at the property continuously. The landlords said that they cleaned up the overgrown backyard. The landlords testified that the tenant put her own locks on the back gate and on the garage. The lock on the back gate has been replaced, but the tenant has refused to give the landlord's a key to the lock for the garage, although the oil storage tank is located in the garage. The landlords gave the tenant a replacement padlock with key and asked the tenant to install it on the garage door. The tenant has refused to install it. The tenant said that she does not trust the landlord and said that he does not need to have access to the garage because it is for the tenant's sole use. The landlord said that contrary to the tenant's testimony he did not enter the rental unit recently. The event she complained of happened some four years ago when he entered the rental unit through the window to deal with an emergency.

Analysis and conclusion

One of the tenant's principal complaints during the hearing was that she has suffered a serious loss of quiet enjoyment due to the landlord's extensive renovation work to the rental property. The tenant has not claimed compensation for a loss of quiet enjoyment in this application. There is no Notice to End Tenancy and the only remedy requested is an order placing limits on the landlord's right to enter the property. I do not find that there is a basis for placing any special restriction on the landlord's right to enter the rental unit. I remind the landlords that they may only enter the rental unit with the tenant's permission or after they have given the tenants at least 24 hours written notice that sets out the purpose for entering, which must be reasonable and the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant otherwise agrees. The only exception is if an emergency exists and the entry is necessary to protect life or property.

The tenant has not shown that there is a valid reason for her refusal to provide the landlord with a key to the garage. The landlord is entitled to have a key to the garage in case of emergency.

The tenants' application for an order suspending or setting conditions on the landlord's right to enter the rental unit is dismissed.

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: November 13, 2012.

Residential Tenancy Branch