



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      LRE, AS, O

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an order to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70;
- an order allowing the tenant to assign or sublet because the landlord's permission has been unreasonably withheld pursuant to section 65; and
- other remedies, described by her at the hearing as:
  - her request to ensure that the landlord communicated with her respectfully; and
  - her request that the landlord not allow one of the other tenants to remain in this rental property.

The landlord did not attend this hearing, although I waited until 1:50 p.m. in order to enable him to connect with this teleconference hearing scheduled for 1:30 p.m. The tenant attended the hearing and was given a full opportunity to be heard, to present evidence and to make submissions. The tenant testified that on November 29, 2012, she sent the landlord a copy of her dispute resolution hearing package by certified mail. She provided the Canada Post tracking number to confirm this mailing. I am satisfied that the landlord was deemed to have been served with this package on the fifth day after its mailing.

### Issues(s) to be Decided

Should orders be issued to the landlord regarding this tenancy?

### Background and Evidence

This periodic tenancy commenced on or about November 1, 2004. Monthly rent for one room in this seven-room rental building is set at \$200.00, payable in advance on the first of each month.

The tenant raised many concerns about her interactions with the current manager of this rental building, the individual identified as the landlord in her application. She said that the landlord had refused to consider her request to let her sublet her room.

However, she testified that she had not made a written request to allow her to sublet the rental unit and has no fixed term tenancy agreement with the landlord. The tenant also requested permission to refuse to issue the landlord an extra key to her rental unit.

In addition, the tenant raised many concerns about the lack of respect that she receives from the current manager. She said that she and her sister should have “seniority” in the rental building, allowing them a say in who the landlord selects as tenants in this building. She found it unacceptable that the landlord had agreed to let one of the tenants live in another room in this building, despite her objections. She also claimed to have been discriminated against during her tenancy. Although the landlord has refused to issue receipts for her rental payments, she now issues rent cheques, which she said provides her with an adequate record of her rent payments.

### Analysis

At the hearing, I advised the tenant that I found her application and her evidence somewhat confusing. I told her that the remedies she was seeking were unclear to me.

The *Act* allows a landlord to retain a key to all rental units in a rental property to be used in accordance with the *Act*. Twenty-four hours written notice is required before a landlord can access a rental unit for the purposes of inspecting a rental unit. Under emergency situations outlined in the *Act*, a landlord can use this key to access a rental unit to protect the safety of residents of the property and the landlord’s investment. As the tenant provided no examples of the landlord’s unauthorized access to her rental unit, I dismiss her application to have an order applied to the landlord suspending or setting conditions on his entry to the rental unit.

Since the tenant has not submitted any written request to sublet her rental unit to the landlord, I find that she is not entitled to obtain an order requiring the landlord to allow her to sublet her rental unit. In addition, section 34(2) of the *Act* requiring the landlord to not unreasonably withhold consent to sublet to tenants with a fixed term tenancy agreement of 6 or more months. As this is a periodic tenancy, I dismiss the tenant’s application to issue the landlord an order requiring the landlord to allow her to sublet her rental unit.

Although the tenant maintained that she has some type of additional rights to this rental property due to the longevity of her tenancy, the *Act* does not convey any such rights to her. However, I note that the tenant is not obligated to agree to favours requested by the landlord. If the tenant is dissatisfied with the interactions with the landlord, she has the right to end her tenancy after giving suitable written notice to do so.

At the hearing, the tenant also noted that the landlord's interactions with her have led to a loss of her quiet enjoyment of the rental premises. As she has not identified this matter or any request for compensation or a reduction in rent in her application for dispute resolution, these issues are not before me.

The tenant also referred to discrimination that she has been experiencing. At the hearing, I advised the tenant that the *Act* does not provide me with the statutory authority to make findings with respect to alleged infringements of the *Human Rights Code*. If the tenant believes that her human rights have been violated, she should look to remedies under that *Code* and not the *Residential Tenancy Act*.

#### Conclusion

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: January 31, 2013

---

Residential Tenancy Branch

