



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC, LRE

Introduction

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

- authorization to change the locks to the rental unit pursuant to section 70; and
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions and to present their views regarding this application. The landlord confirmed that he has received two written notices to end this tenancy from the tenant. The first of these was to take effect by February 1, 2013; the second is to take effect by April 30, 2013. The tenant confirmed that she will end this tenancy by April 30, 2013, in accordance with her written notice to end this tenancy. The landlord confirmed that the tenant handed him a copy of her dispute resolution hearing package on March 16, 2013.

Issues(s) to be Decided

Should the tenant be given authorization to change the locks to her rental unit? Should any orders be issued against the landlord?

Background and Evidence

This periodic tenancy commenced on December 28, 2012. Monthly rent is currently set at \$650.00, payable in advance on the first of each month. The landlord continues to hold the tenant's \$325.00 security deposit paid on December 19, 2012.

The tenant presented written evidence that the landlord's inspections of the rental unit and his requests for inspections have been intrusive and disturbed her privacy. She applied to be given permission to change her locks and thus prevent the landlord from accessing her rental unit. She claimed that he has entered her rental unit a number of times without notifying her of his intent to do so and without authorization to do so under the *Act*.

Analysis

During the hearing, I advised the tenant that the landlord has a legal right to inspect the rental unit every month after giving 24 hours written notice of his intention to conduct these inspections. However, many landlords choose to conduct inspections less frequently unless they have a clear reason for conducting monthly inspections. As the tenancy is only scheduled to continue for another 19 days, I asked the parties if there was any reason for the landlord to enter the rental unit again before the tenant vacates the premises. The landlord said that the tenant has threatened him and the RCMP have had to be called on previous occasions when he wanted to check for smoke coming from the rental unit. The tenant launched a verbal tirade against the landlord, saying that she had no intention of letting him access her rental unit again, even if he had provided her with a written request to do so in accordance with the Act. She said that her cellphone was about to fail and she had no reason to continue with this hearing as she intended to bar his access to the rental unit in any event.

Once the tenant disconnected from this hearing, I checked with the landlord to determine if he had any reason to conduct another inspection of the tenant's premises before the end of this tenancy. He testified that the tenant's actions cause smoke alarms to engage and he is worried about his safety and the safety of his wife as they both live above the tenant. However, he said that it is unlikely that he will attempt to enter the rental unit again until after the end of this tenancy because of his fear of what the tenant may do.

As the tenant disconnected from the hearing amidst her unchecked torrent of abusive language and this tenancy is only continuing for a few more weeks, I see no reason to issue any order against the landlord. Similarly, the tenant has not demonstrated that she should be allowed to change the locks to the rental unit. For these reasons, I dismiss the tenant's application without leave to reapply.

Conclusion

I dismiss the tenant's application without leave to reapply. In doing so, I would encourage both parties to keep as much distance as possible from one another until this tenancy has ended and the tenant vacates the rental unit.

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: April 11, 2013

Residential Tenancy Branch