



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, OLC, LAT, RR

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant for an order of a monetary order for compensation under the Act, for the landlord to comply with the Act, regulations or tenancy agreement, to authorize the tenant to change the locks on the rental unit, for a rent reduction for repairs services or facilities agreed upon but not provided.

Both parties appeared, gave testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

These parties have attended previous hearing and various decisions were made. The dated were December 14, 2011, January 8, 2012, May 24, 2012, July 5, 2012, January 8, 2013, February 13, 2013, May 7, 2013 and today's date.

Issues to be Decided

1. Is the tenant entitled to a monetary order for compensation under the Act?
2. Should the landlord be order to comply with the Act?
3. Should the tenant be allowed to change the locks?
4. Is the tenant entitled to a rent reduction?

Background and Evidence

This tenancy started in June, 2009. Rent in the amount of \$450.00 per month payable in advance of the first day of each month. The tenant paid a security deposit of \$250.00.

The tenant testified that the landlord continues to violate the Act and the previous orders by failing to provide proper notice when someone other than the landlord enters the property.

The tenant testified that the landlord also violated the previous order, by giving the key to the rental unit to a third party as she did not know who the person was that attended the rental unit with the city inspectors on September 3, 2013.

The tenant writes in her application that she seeks monetary compensation for the cost of sending her application and hearing packages by registered mail in the amount of \$20.00.

The landlord's agent testified that that on August 30, 2013, they received a telephone call from the city inspectors and were informed that the city inspector would be attending the rental unit on September 3, 2013, to inspect the rental unit, as they have been issued government orders.

The landlord's agent testified that he complied with the Act, as on August 31, 2013, in the morning, he went the rental unit and placed a written notice of attendance in the tenant's mailbox, which was witnessed. The landlord stated he also took a photograph.

The landlord's agent testified that the city inspection was to occur on September 3, 2013, and that he was starting his holidays on September 1, 2013. The landlord's agent stated he provided the key to his appointed agent and not to a third party.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The evidence of the tenant was that she was not provided notice that the landlord or their agent would be attending the rental unit, with the city inspectors on September 3, 2013. The evidence of tenant was that someone showed up with key and allowed the city inspectors into the rental unit.

The evidence of the landlord was that they provided proper written notice as they attended at the rental unit on August 31, 2013, and place a copy of the written notice in the tenant's mailbox, which the landlord stated was witnessed and photographed.

Under section 90 of the Act, a document served in this manner is deemed served three days later. I accept the evidence of the landlord that he attended the rental unit with a witness on August 31, 2013, as his testimony was clear, and the details provided were consistent when questioned by the tenant. I find the tenant has failed to prove that the landlord has violated the Act.

The tenant alleged that the landlord's have breached the order dated February 13, 2013, when they gave their key to someone who attended the rental unit to allow the city inspectors in to conduct their inspection.

The order of February 13, 2013, reads in part,

"After considering the acrimonious nature of this tenancy relationship and the Landlords' continued breaches of the *Residential Tenancy Act*, I HEREBY ORDER the Landlords (owners, their son and their appointment Agents) to accompany any and all persons, (such as contractors) who attend the rental unit. The Landlords must not give anyone a key to the rental unit or allow unattended access to the common areas or the Tenant's bedroom. Written notice must be provided to the Tenant, in accordance with section 29 of the Act."

[Reproduced as written]

Section 1 of the Act defines a landlord, as the owner of the rental unit, the owner's agent or another person who, on behalf of the landlord, exercises powers and performs duties under this Act, the tenancy agreement or a service agreement.

In this case, the agent (CJ) was going on a holiday when the city inspectors scheduled their inspection and as a result of that the landlord had another person appointed as their agent to act on their behalf of to carry out the required inspection, and accompanied the city inspectors through the rental unit.

The landlord did not provide the key to a third party, such as giving the key directly to the city inspectors or to a contractor. The landlord the under the Act has the right to appoint an agent to perform duties on their behalf. I find the landlord has complied with the order made on February 13, 2013.

As a result, I find the tenant has failed to prove that the landlord has violated the Act, or previous orders. Therefore, I dismiss their application as it related to the incident of September 3, 2013.

The tenant is claiming the cost of sending her notice of hearing and application by registered mail to the landlord. However, I find there is no provision under the Act that would allow the tenant compensation for service fees. Therefore, I dismiss their claim to recover this service fee.

Conclusion

The tenant's application 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: September 27, 2013

Residential Tenancy Branch

