



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      RR MNDC LAT FF

### Introduction

This hearing dealt with an application by the tenant for a reduction in rent, monetary compensation and an order allowing the tenant to change the locks to the rental unit.

The hearing first convened on July 30, 2013. On that date, the tenant and the landlord both attended the teleconference hearing; due to issues regarding service of evidence, both parties agreed to an adjournment of the matter. The hearing reconvened on September 24, 2013, with both parties in attendance.

The parties confirmed that they had each received the other party's evidence and they were prepared to proceed. Both parties were given full opportunity to give testimony in the teleconference hearing. I have reviewed all testimony and other evidence. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

### Issue(s) to be Decided

Is the tenant entitled to monetary compensation or a reduction in rent?  
Should the tenant be granted permission to change the locks?

### Background and Evidence

The tenancy began on April 1, 2013, with monthly rent of \$1250. The rental unit is a modular home located on 12 acres of land. The addendum to the tenancy agreement defines the rental property as the "lawn area" extending 15 metres from the house on the east, west and north sides, and to the property line in the south." The addendum contains further clauses defining the remainder of the 12 acres as "the unrented part," which the tenant has permission to access "for pleasure use only" and which the landlord may seize at any time for "improvement works or required use of the property."

The parties agree that on May 18, 2013 the landlord emailed the tenant to inform him that the landlord planned to do improvements to the “unrented” portion of the property “soon,” and the tenant would therefore have no access to that portion of the property commencing June 5, 2013.

### *Tenant's Evidence*

The tenant's evidence showed that the rental ads for the property described a “rural” area with “great nature, forest areas, trails, pond, rocks within the property... about 6 acres for farming plus garden areas.” The tenant stated that he understood that he rented a property with 12 acres, and when he asked the landlord about the addendum to the tenancy agreement, the landlord told the tenant that it was simply a formality as he was not intending to develop the property in the near future. The tenant stated that he would not have agreed to pay \$1250 per month rent if it did not include the acreage.

The tenant also stated that the landlord repeatedly respect the tenant's right to quiet enjoyment. In particular, the tenant stated that the conflict between the landlord and the tenant arose based on the landlord's notice to inspect the rental property on Monday, May 20, 2013, which was a statutory holiday. The tenant informed the landlord that this date would not work for him because of his plans for the long weekend. The landlord still attended the property on that date. The tenant served the landlord with four notices, as follows: a notice of unlawful entry, for the landlord's attendance on the rental property on that date; a notice of breach of lease, for the landlord's failure to provide the tenant with an emergency contact number; a notice of emergency repairs completed by the tenant; and a notice of emergency repairs required, for removal of two dead trees along the driveway. The tenant had asked a friend to attend as a witness on this date, and the tenant stated that the landlord “became unglued” and ordered the witness off the rental property.

### *Landlord's Response*

The landlord stated that when he and the tenant viewed the property, the landlord informed the tenant that there was “unrented property.” The landlord also stated that the addendum to the tenancy agreement clearly indicates the use of this property.

The landlord denied harassing the tenant, and stated that the tenant was the one who was making the relationship difficult. The landlord stated that the tenant asked the landlord to communicate by email, so the landlord did so. The tenant also did not want to be contacted during work hours. The landlord stated that he only contacted the tenant four or five times, and he only attended the property once.

In regard to the events of May 20, 12013, the landlord stated that he had given the tenant notice by email more than 24 hours before entering the property, and he therefore complied with the Act and the tenant's request to be contacted by email. The landlord stated that the tenant's witness was a neighbour who had previously called the police to report the landlord regarding a fence issue, so the landlord told the witness that she might be biased. For that reason, the landlord told the witness she was not welcome on the property, and he asked her to leave.

### Analysis

Upon consideration of the evidence, I find as follows. I accept the evidence of the tenant as credible that the landlord waived the term of the addendum regarding use of the "unrented" portion of the property. The rental ads clearly advertised the benefits of use of the full acreage, and I accept the tenant's testimony that he would not have agreed to pay \$1250 for rent of the modular home only. I therefore find that the tenant does have use of the full acreage during the tenancy, subject to the landlord serving the tenant with a notice for reduction of services or facilities and a corresponding reduction in rent. Until such time, the monthly rent of \$1250 remains in effect.

It is clear from the evidence that the relationship between the landlord and the tenant is acrimonious. I am not satisfied that the tenant's evidence warrants an order allowing the tenant to change the rental unit locks, as the landlord complied with section 29 of the Act when he gave the tenant notice of entry. The landlord may conduct regular inspections of the rental unit and property; however, if the landlord does not have a reasonable reason for entering, or seeks entry so often that it disrupts the tenant's quiet enjoyment, the tenant may seek monetary compensation. I do not find that the tenant's quiet enjoyment was disrupted in this instance and I therefore dismiss that portion of the tenant's application.

As the tenant's application was only partially successful, I find he is not entitled to recovery of the \$50 filing fee for the cost of his application.

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: October 17, 2013

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Residential Tenancy Branch

