



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, RP, LRE, LAT, O

Introduction

This is an application filed by the Tenant for an order cancelling a notice to end tenancy issued for cause, an order for the Landlord to make repairs, an order to suspend or set conditions on the Landlord's right to enter the rental unit, an order authorizing the Tenant to change the locks to the rental unit, an and order for the Landlord to comply with the Act.

Both parties attended the hearing by conference call and gave testimony. As both parties have attended and have confirmed receipt of the notice of hearing package and the submitted documentary evidence, I am satisfied that both parties have been properly served.

At the beginning of the hearing, the Landlord clarified as indicated in his documentary evidence that the 1 month notice to end tenancy for cause is being withdrawn. As such no further action is required for the issue of possession.

Issue(s) to be Decided

Is the Tenant entitled to an order for repairs?

Is the Tenant entitled to an order for suspending or setting conditions on the Landlord's right to enter the rental unit?

Is the Tenant entitled to an order authorizing the changing of locks?

Background and Evidence

The Tenant seeks an order for the Landlord to make repairs to the shower head in the bathroom as it does not function. The Landlord dispute this stating that the bathroom shower and tub were repaired just two weeks prior to the hearing. The Tenant disputes this stating that as of the date of this hearing, the shower head is not functioning and that the Landlord's repairs were only for the replacement of the shower tiles.

The Tenant seeks an order to suspend or set conditions on the Landlord's right to enter the rental unit. The Tenant states that on September 18, 2013 the Landlord, L.Y.K. entered his room without permission or notice after knocking on the door. The Tenant states that the Landlord was reminded by himself and another Tenant that notice must be given prior to entry. The Tenant states that the Landlord has entered the rental unit on multiple times cleaning up garbage in his room and that items have been moved around when he was absent. The Landlord, B.K. admitted that the property manager, L.Y.K. entered the rental unit on multiple times to remove garbage from the rental unit.

The Tenant seeks to have permission to change the locks to the rental unit without providing a key to the Landlord to prevent access for the Landlord. The Landlord disputes this claim.

Analysis

I accept the testimony of both parties and find that the Landlord has failed to provide sufficient evidence to satisfy me that the shower head in the bathroom has been fixed and is functional. The Landlord is ordered to have a licensed plumber attend and fix the shower head in the bathroom. The Landlord is to provide documented proof to the Tenant that the shower head is functional.

I find based upon the undisputed testimony of both parties that the Tenant has established a claim that the Landlord has entered the rental unit without proper notice or permission. Section 29 of the Residential Tenancy Act states,

Landlord's right to enter rental unit restricted

29 (1) A landlord must not enter a rental unit that is subject to a tenancy agreement for any purpose unless one of the following applies:

(a) the tenant gives permission at the time of the entry or not more than 30 days before the entry;

(b) at least 24 hours and not more than 30 days before the entry, the landlord gives the tenant written notice that includes the following information:

(i) the purpose for entering, which must be reasonable;

(ii) the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant otherwise agrees;

- (c) the landlord provides housekeeping or related services under the terms of a written tenancy agreement and the entry is for that purpose and in accordance with those terms;
- (d) the landlord has an order of the director authorizing the entry;
- (e) the tenant has abandoned the rental unit;
- (f) an emergency exists and the entry is necessary to protect life or property.

(2) A landlord may inspect a rental unit monthly in accordance with subsection (1) (b).

I order that the Landlord comply with Section 29 of the Act in providing proper notice to enter the rental unit.

As for the Tenant's request to change the locks and not provide a copy of the key to the Landlord is not granted. Any change in the locks requires that the Landlord be provided a key for access in case of emergency as per the Act. The Tenant's request is denied.

Conclusion

The Landlord is ordered to have repaired the shower head by a licensed plumber and provide documented proof to the Tenant as verification that the shower head is functional.

The Landlord is ordered to comply with Section 29 of the Act in providing prior written notice before entering the rental unit.

The Tenant's request for a change to the locks is denied.

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 22, 2013

Residential Tenancy Branch

