



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNC, CNR, OLC, PSF, LRE, OPC, MND, MNR, MNSD, MNDC, FF

Introduction

This was a cross-application hearing.

The tenant applied to cancel a 1 month Notice ending tenancy for cause and a 10 day Notice to end tenancy for unpaid rent; an Order the landlord comply with the Act; that the landlord provide services or facilities required by law; that the landlord be suspended or that conditions be set on the landlord's right to enter the rental unit and to recover the filing fee costs.

The landlord applied requesting an Order of possession for unpaid rent; compensation for damage to rental unit, compensation for unpaid rent, to retain the security deposit; compensation for damage or loss under the Act and to recover the filing fee cost.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing and to provide testimony.

Preliminary Matters

The tenant confirmed receipt of 9 pages of evidence from the landlord. The balance of the evidence package, 4 pages, was set aside. The landlord had not served the tenant with those pages as he had previously been given those documents.

The landlord said she received 1 CD from the tenant and 2 pages of evidence. The tenant said that he had the landlord sign a document, confirming receipt of 2 CD's and forty pages of evidence; the tenant had been afraid the landlord would deny receipt. The tenant also recorded the landlord, while he was serving the evidence. The tenant was offered the opportunity to play the recording; he did not. The signed acknowledgement of service could not be located in the tenant's submission. Therefore, the evidence was set aside and the tenant was able to provide oral testimony.

The tenant confirmed that his evidence submissions were in relation to a monetary claim. The tenant's application did not set out a monetary claim. The tenant said that he attended the Residential Tenancy Branch (RTB) office on March 12, 2014, at which time he amended his application. The tenant said that he was told he could serve the

amendment by sliding the document under the landlord's door, as it was "general evidence."

The tenant confirmed that he had not amended the application, but that he had submitted a document, setting out a monetary claim. It was explained that even if the tenant had properly amended his application by adding the monetary claim to the application, he could not serve an amended application requesting compensation, by sliding it under a door. Section 89 of the Act requires service of applications that request compensation by either registered mail to the address where the party resides, where the landlord carries out business, or by personal delivery.

The tenant has leave to make any monetary claim through the correct process.

The tenant indicated several matters of dispute on his application and confirmed that the main issue to deal with during this proceeding were the 2 Notices ending tenancy. For disputes to be combined on an application they must be related. Not all the claims on this application were sufficiently related to the main issue to be dealt with together. Therefore, I dealt with the tenant's request to set aside or cancel the 10 day and 1 month Notice to end tenancy and I dismissed the balance of the tenant's claim with liberty to re-apply. However, I explained that Orders may be issued in accordance with section 62 of the Act.

The landlord submitted a claim in the sum of \$2,000.00. A detailed calculation of the claim was not provided to the tenant as part of the application. Section 59 of the Act requires an applicant to set out the full details of the dispute and section 59(5) provides:

- (5) The director may refuse to accept an application for dispute resolution if*
- (a) in the director's opinion, the application does not disclose a dispute that may be determined under this Part,*
 - (b) the applicant owes outstanding fees under this Act to the government, or*
 - (c) the application does not comply with subsection (2).*

Therefore, as the landlord's application failed to provide a detailed calculation of the claim the monetary portion of the application has been refused. The landlord is at liberty to submit an application setting the details of any monetary claim.

Testimony was considered in relation to rent that might be owed, as this is linked to the 10 day Notice ending tenancy.

The landlord acknowledged that the tenant's January 14, 2014 application was also in relation to cancellation of the 10 day Notice ending tenancy issued on March 3, 2014. It was not clear how this was possible, but there was no disagreement expressed by the landlord that the tenant had intended to dispute the March 3, 2014 10 day Notice ending tenancy issued by the landlord.

Issue(s) to be Decided

Is the landlord entitled to an Order of possession for unpaid rent or cause?

Is either party entitled to filing fee costs?

Background and Evidence

The parties agreed that the tenancy commenced in August 2013. Rent was \$450.00 per month, due on the 1st day of each month. A security deposit in the sum of \$275.00 was paid. A tenancy agreement was not signed. The tenant had responded to an advertisement for a room rental and use of a common area to be shared with 2 other students.

The tenant rents a room and has use of a common kitchen, bathroom and living room. The landlord resides in the upper portion of the home and has access, through a locked door, to the lower level common area. There is a dispute in relation to whether the landlord should have access to the common area.

The parties agreed that effective January 2014 the rent was reduced to \$155.00 in recognition of the disturbances that would be caused by a renovation. This reduction took into account a previous \$70.00 reduction that had already been given to the tenant, who had assumed responsibility for payment of the internet connection. The landlord said she told the 3 tenants in January that they had to vacate as renovations were going to be completed. The other 2 occupants vacated but the tenant remained, so agreement was reached to reduce his rent.

The landlord said that the bathroom renovations have recently been completed and that by the end of March 2014 the living room renovations will be completed. This was not disputed by the tenant.

The landlord issued a 10 day Notice ending tenancy on March 3, 2014. The Notice indicated that the tenant must pay \$225.00 rent within 5 days or the tenancy would end. The landlord confirmed that on February 28, 2014 the tenant paid \$155.00 rent, but submitted this was not rent, but for use of the room and utilities. The landlord said she expected the tenant to pay the balance of rent owed. The tenant said that he paid the amount that had been agreed to by the parties.

On January 14, 2014 the landlord issued a 1 month Notice to end tenancy for cause. The reasons stated for the Notice to End Tenancy were that the tenant has:

- allowed an unreasonable number of occupants in the unit;
- that the tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord;
- that the tenant or a person permitted on the property by the tenant has seriously jeopardized the health or safety or lawful interest of another occupant or the landlord; and

That the tenant has engaged in illegal activity that has, or is likely to:

- Damage the landlord's property;
- adversely affect the quiet enjoyment, security, safety or well-being of another occupant;
- that the tenant has engaged in illegal activity that has, or is likely to, jeopardize a lawful right or interest of another occupant or the landlord; and
- the tenant has caused extraordinary damage to the unit; and

- the tenant has not done the required repairs to damage to the unit.

The parties agreed that during the renovation of the bathroom the tenant was given permission to use the landlord's bathroom on the upper level of the home. The landlord said that on the weekend of January 14, 2014 she saw an unknown female exit the bathroom in her unit. This person was not introduced to the landlord and she found it very unsettling to see a stranger, with a towel on her head, coming from the bathroom.

The tenant said that he had introduced his friend to the landlord; that she was visiting and had to use the washroom, given the rental unit bathroom was under renovation. The landlord said she did not know who this person was and that she found her presence disturbing. The landlord said the tenant has friends stay overnight; but that overnight guests are not allowed. At times when the tenant has an overnight guest the landlord can hear disturbing sounds coming from the tenant's room.

The landlord said that unannounced guests and the number of guests support the reasons on the Notice in relation to unreasonable number of occupants, significant interference, unreasonable disturbance and a serious jeopardy of the health, safety, security or lawful right of the landlord.

In relation to unlawful activities, the landlord said that smoking is not allowed in the home and that she suspects the tenant has been smoking and using marijuana in the suite. No warning was given and the January 14, 2014 Notice was issued. The landlord said she has not smelled any smoke since that time. The landlord said she did not know if the tenant was selling or trading drugs but that she and her son suffered respiratory problems and cannot tolerate smoke.

There was no dispute that the tenant was allowed to place the internet service in his name and it appears there was an understanding that service provider would be changed. In October 2013 a new internet connection was installed; the tenant said that he was not home when the installation occurred and that the landlord had the router placed in his room; a 2nd router was installed upstairs in the landlord's unit. The tenant said he did not want the router in his room. The landlord stated that it is the tenant's fault that a hole has been drilled through the exterior wall of the home and that, as a result, damage was caused to the wood paneling in the tenant's room. The landlord said the tenant has been aware of the damage, which she believes is extraordinary, and that the tenant has not completed the required repairs.

The tenant said he is a full-time student and is away from the home between 7 a.m. and 10 p.m. almost every day of the week. He said he has had guests to the unit 2 or three times and he has notified the landlord when this is going to occur. The tenant said that on March 14, 2014 he had 4 or 5 friends over while they were waiting to go out for dinner. The landlord got upset about the noise and was told the tenant would be leaving shortly. The tenant alleged that the landlord came into the common area of the rental and was screaming and abusive.

The landlord said that on March 14, 2014 she was in mourning, as a family member had passed away. She stated that the tenant's music was loud and that she asked the tenant to turn the music down; the tenant responded by turning his music up. The tenant called the police as the landlord and her agent had gone into the common area

to speak with the tenant. The tenant said he did not turn the music up and that it was the sound of voices that had disturbed the landlord.

During the hearing it was apparent that there is considerable conflict between the parties. The tenant said he has called the police to the home on 5 occasions. The tenant stated the landlord has told the tenant his guests must bring a passport, that they must be introduced to the landlord. The landlord said that she does not require a passport and that she only wants to see the driver's license of any guest.

The landlord said that the tenant is belligerent and that his lifestyle is not compatible with a single mother who has a minor child. The landlord repeatedly stated that she is under the supervision of a government ministry; her written submission indicated that a social worker has told her to obtain a list of all tenant names so that a background check can be made. The landlord said she must be aware of all guests, in order to ensure the security of her home.

The landlord alleged the tenant has changed the lock to his room. On March 11, 2014 a cat was heard in the tenant's room. The landlord determined that this was an emergency situation and that they should have access should a similar situation occur again.

The landlord said that the police have told her to issue the Notice to end tenancy.

During the hearing, on at least 4 different occasions, the landlord and her agent had to be warned not to interrupt the tenant while he was providing testimony. The landlord was warned that they could be muted on the conference call system should interruptions continue; the tenant had patiently waited while the landlord provided testimony. At one point when I turned to the landlord's agent for testimony he responded that as I had repeatedly interrupted him he did not feel he could provide testimony. The agent was told that he had not been interrupted but asked to cease speaking during the tenant's submission. The agent was then told that he could now have an opportunity make submissions; he declined and deferred to the landlord. After this point the landlord again had to be warned not to interrupt the tenant.

Analysis

When a tenant applies to cancel a Notice ending tenancy Residential Tenancy Branch Rules of Procedure require the landlord to make submissions first, as the landlord has the burden of proving the reasons on the Notice.

In relation to the 10 day Notice to end tenancy for unpaid rent issued on March 3, 2014; I find that the Notice is of no force and effect. There was no dispute that the parties had verbally agreed rent would be reduced to \$155.00 per month, as compensation to the tenant during a period of renovation that commenced in January 2014. The landlord has not previously ended the tenancy in accordance with the Act, therefore, I find that payments made since January 2014 have been accepted as rent. There was no record of any agreement setting out how rent would be increased back to the original amount owed; therefore, I find rent remained \$155.00 for March 2014 and was paid on February 28, 2014.

In relation to the 1 month Notice ending tenancy for cause issued on January 14, 2014; I find that the Notice is of no force and effect.

The landlord has set conditions on entry of guests that does not comply with the legislation. Section 30 of the Act provides:

Tenant's right of access protected

30 (1) *A landlord must not unreasonably restrict access to residential property by*

(a) the tenant of a rental unit that is part of the residential property, or

(b) a person permitted on the residential property by that tenant

There is no provision in the legislation that would require a tenant to introduce guests or that would require guests to submit identification to the landlord. I find that this would be an unconscionable term of a tenancy. If the landlord has limits that have been placed on her residence there is no evidence before me that this requirement would supersede the *Residential Tenancy Act*.

Since the tenant's bathroom was not useable I find it is not unreasonable that his guest happened to use the washroom in the upper portion of the home. The tenant had been given permission to use that washroom, which I find would include his guests. The use of that bathroom is no longer required.

There was no evidence before me that the landlord has given the tenant any written warning about smoking; further, in the absence of a written tenancy agreement, the term in relation to smoking was not clearly set out. Once the Notice was issued no further smoking was detected and the tenant now understands that smoking is not allowed in the home. I find that ending the tenancy, based on a vague requirement, in the absence of any warning, is insufficient cause.

Residential Tenancy Branch policy suggests that when considering whether or not an illegal activity is sufficiently serious to warrant terminating the tenancy, consideration should be given to the extent of interference with the quiet enjoyment of other occupants, the extent of damage to the landlord's property, and the jeopardy that would attach to the activity as it affects the landlord or other occupants. For example, it may be illegal to smoke a single marijuana cigarette. However, unless doing so has a significant impact on other occupants or the landlord's property, the mere smoking of the marijuana cigarette would not meet the test of an illegal activity.

I find that policy is reasonable and that, on the balance of probabilities, the landlord has failed to prove the use of marijuana and that, if it had been used, the reasons on the Notice are supported. No evidence of the landlord's allegations was provided that would cause me to find an illegal activity has occurred.

I find that the landlord has failed to prove that the tenant has caused any extraordinary damage to the rental unit. The landlord alleges the tenant allowed a hole to be made by an internet service provider, yet there was also agreement that the tenant was allowed to take over payments for internet service. In the absence of written records of agreements made in relation to internet installation and, based on the disputed testimony, I find that the landlord has not met the burden that the tenancy should end as the result of extraordinary damage. Even if the tenant had the internet service installed through the wall I find that would not equate to extraordinary damage which would support eviction.

There was no evidence before me that the presence of a cat in the tenant's room constituted an emergency that would allow entry to the room by the landlord. There was no evidence that a cat had caused any damage to the rental unit.

Even though the police may have suggested the landlord issue a Notice to end tenancy, ending the tenancy is achieved by the landlord proving, on the balance of probabilities, that cause exists for the reasons indicated. I find that the landlord has failed to meet that standard.

Section 62(3) of the Act provides:

(3) The director may make any order necessary to give effect to the rights, obligations and prohibitions under this Act, including an order that a landlord or tenant comply with this Act, the regulations or a tenancy agreement and an order that this Act applies

Therefore, pursuant to section 62(3) I have made the following findings and Orders:

In the absence of a signed, written tenancy agreement, I find that this tenancy is bound by the Schedule of terms set out in the *Residential Tenancy Regulation*. A copy of the terms is appended after the conclusion of this decision. There is no dispute that smoking is not allowed in the home, therefore; I find this is a term of the tenancy agreement.

As the bathroom renovations are complete and the living room renovations are nearly completed I find, pursuant to section 62(3) of the Act that effective April 1, 2014 rent will revert to the previous sum; \$380.00. This represents \$450.00 original rent owed, less the \$70.00 rent reduction provided as the tenant is paying for internet costs.

The *Residential Tenancy Regulation* provides:

- 10 (1) The landlord must not change locks or other means of access to residential property unless the landlord provides each tenant with new keys or other means of access to the residential property.**
(2) The landlord must not change locks or other means of access to a rental unit unless the tenant agrees and is given new keys.
(3) The tenant must not change locks or other means of access to
(a) common areas of residential property, unless the landlord consents to the change, or
(b) his or her rental unit, unless the landlord agrees in writing to, or the director has ordered, the change.

(Emphasis added)

Therefore, as there is considerable conflict between the parties, I Order that the tenant may change the lock to his room only. The cost of the lock change will be borne by the tenant and the current lock set must be given to the landlord. Once the tenancy ends the tenant must immediately provide the landlord with a copy of the key to any new lock set or remove his lock set so that the original may be reinstalled by the landlord. The tenant may not change or alter the lock that is on the doorway that leads from the landlord's unit into the common area of the rental rooms. The dispute in relation to the

common areas of the rental unit may be reconsidered at any future hearing, as deemed appropriate by the arbitrator.

If the landlord wishes to enter the tenant's room the landlord must do so in accordance with section 29 of the Act. The landlord should be aware that the need to enter a single bedroom would be very limited and that the tenant is entitled to the quiet enjoyment of the rental unit, including the common area used. Section 28 of the Act provides:

Protection of tenant's right to quiet enjoyment

28 *A tenant is entitled to quiet enjoyment including, but not limited to, rights to the following:*

- (a) reasonable privacy;*
- (b) freedom from unreasonable disturbance;*
- (c) exclusive possession of the rental unit subject only to the landlord's right to enter the rental unit in accordance with section 29 [landlord's right to enter rental unit restricted];*
- (d) use of common areas for reasonable and lawful purposes, free from significant interference.*

If the landlord gives notice of entry to the tenant's room the tenant or his agent are free to be present so that access is provided or the tenant must provide the landlord with a key in advance. The tenant does not have a right to deny access when proper notice has been given in accordance with the Act.

Conclusion

The landlord's application is dismissed.

The 1 month Notice to end tenancy for cause issued on January 14, 2014 and the 10 day notice ending tenancy for unpaid rent issue on March 3, 2014 are cancelled. The tenancy will continue until it is ended in accordance with the Act.

Rent owed effective April 1, 2014 is \$380.00.

The tenancy is bound by the Schedule of terms set out in the Regulation. Smoking is not allowed in the home.

The tenant may change the lock to his room only, as set out above.

Entry to the tenant's room must be made in accordance with the Act.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: March 21, 2014

Residential Tenancy Branch

Schedule

[am. B.C. Reg. 234/2006, s. 22.]

Application of the Residential Tenancy Act

1 (1) *The terms of this tenancy agreement and any changes or additions to the terms may not contradict or change any right or obligation under the Residential Tenancy Act or a regulation made under that Act, or any standard term. If a term of this tenancy agreement does contradict or change such a right, obligation or standard term, the term of the tenancy agreement is void.*

(2) *Any change or addition to this tenancy agreement must be agreed to in writing and initialed by both the landlord and the tenant. If a change is not agreed to in writing, is not initialed by both the landlord and the tenant or is unconscionable, it is not enforceable.*

(3) *The requirement for agreement under subsection (2) does not apply to the following:*

(a) *a rent increase given in accordance with the Residential Tenancy Act;*

(b) *a withdrawal of, or a restriction on, a service or facility in accordance with the Residential Tenancy Act;*

(c) *a term in respect of which a landlord or tenant has obtained an order of the director that the agreement of the other is not required.*

Security deposit and pet damage deposit

2 (1) *The landlord agrees*

(a) *that the security deposit and pet damage deposit must each not exceed one half of the monthly rent payable for the residential property,*

(b) *to keep the security deposit and pet damage deposit during the tenancy and pay interest on it in accordance with the regulation, and*

(c) *to repay the security deposit and pet damage deposit and interest to the tenant within 15 days of the end of the tenancy agreement, unless*

(i) *the tenant agrees in writing to allow the landlord to keep an amount as payment for unpaid rent or damage, or*

(ii) *the landlord makes an application for dispute resolution under the Residential Tenancy Act within 15 days of the end of the tenancy agreement to claim some or all of the security deposit or pet damage deposit.*

(2) *The 15 day period starts on the later of*

(a) *the date the tenancy ends, or*

(b) *the date the landlord receives the tenant's forwarding address in writing.*

- (3) *If a landlord does not comply with subsection (1), the landlord*
 - (a) *may not make a claim against the security deposit or pet damage deposit, and*
 - (b) *must pay the tenant double the amount of the security deposit, pet damage deposit, or both.*
- (4) *The tenant may agree to use the security deposit and interest as rent only if the landlord gives written consent.*

Pets

- 3** *Any term in this tenancy agreement that prohibits, or restricts the size of, a pet or that governs the tenant's obligations regarding the keeping of a pet on the residential property is subject to the rights and restrictions under the Guide Animal Act.*

Condition inspections

- 4** (1) *In accordance with sections 23 and 35 of the Act [condition inspections] and Part 3 of the regulation [condition inspections], the landlord and tenant must inspect the condition of the rental unit together*
 - (a) *when the tenant is entitled to possession,*
 - (b) *when the tenant starts keeping a pet during the tenancy, if a condition inspection was not completed at the start of the tenancy, and*
 - (c) *at the end of the tenancy.*
- (2) *The landlord and tenant may agree on a different day for the condition inspection.*
- (3) *The right of the landlord to claim against a security deposit or a pet damage deposit, or both, for damage to residential property is extinguished if the landlord does not perform the landlord's obligations under sections 23 and 35 of the Residential Tenancy Act.*
- (4) *A right of the tenant to the return of a security deposit or a pet damage deposit, or both, is extinguished if the tenant fails to perform the tenant's obligations under section 23 and 35 of the Residential Tenancy Act.*

Payment of rent

- 5** (1) *The tenant must pay the rent on time, unless the tenant is permitted under the Act to deduct from the rent. If the rent is unpaid, the landlord may issue a notice to end a tenancy to the tenant, which may take effect not earlier than 10 days after the date the tenant receives the notice.*
- (2) *The landlord must not take away or make the tenant pay extra for a service or facility that is already included in the rent, unless a reduction is made under section 27 (2) of the Act.*
- (3) *The landlord must give the tenant a receipt for rent paid in cash.*
- (4) *The landlord must return to the tenant on or before the last day of the tenancy any post-dated cheques for rent that remain in the possession of the landlord. If the landlord does not have a forwarding address for the tenant and the tenant has vacated the premises without notice to the landlord, the landlord must forward any post-dated cheques for rent to the tenant when the tenant provides a forwarding address in writing.*

Rent increase

- 6** (1) *Once a year the landlord may increase the rent for the existing tenant. The landlord may only increase the rent 12 months after the date that the existing rent was established with the tenant or 12 months after the date of the last legal rent increase for the tenant, even if there is a new landlord or a new tenant by way of an assignment. The landlord must use the approved Notice of Rent Increase form available from any Residential Tenancy office or Government Agent.*
- (2) *A landlord must give a tenant 3 whole months notice, in writing, of a rent increase.*
- [For example, if the rent is due on the 1st of the month and the tenant is given notice any time in January, including January 1st, there must be 3 whole months before the increase begins. In this example, the months are February, March and April, so the increase would begin on May 1st.]*
- (3) *The landlord may increase the rent only in the amount set out by the regulation. If the tenant thinks the rent increase is more than is allowed by the regulation, the tenant may talk to the landlord or contact the Residential Tenancy office for assistance.*
- (4) *Either the landlord or the tenant may obtain the percentage amount prescribed for a rent increase from the Residential Tenancy office.*

Assign or sublet

- 7** (1) *The tenant may assign or sublet the rental unit to another person with the written consent of the landlord. If this tenancy agreement is for a fixed length of 6 months or more, the landlord must not unreasonably withhold consent. Under an assignment a new tenant must assume all of the rights and obligations under the existing tenancy agreement, at the same rent. The landlord must not charge a fee or receive a benefit, directly or indirectly, for giving this consent.*
- (2) *If a landlord unreasonably withholds consent to assign or sublet or charges a fee, the tenant may make an application for dispute resolution under the Residential Tenancy Act.*

Repairs

- 8** (1) *Landlord's obligations:*
- (a) *The landlord must provide and maintain the residential property in a reasonable state of decoration and repair, suitable for occupation by a tenant. The landlord must comply with health, safety and housing standards required by law.*
- (b) *If the landlord is required to make a repair to comply with the above obligations, the tenant may discuss it with the landlord. If the landlord refuses to make the repair, the tenant may make an application for dispute resolution under the Residential Tenancy Act seeking an order of the director for the completion and costs of the repair*
- (2) *Tenant's obligations:*
- (a) *The tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the*

other residential property to which the tenant has access. The tenant must take the necessary steps to repair damage to the residential property caused by the actions or neglect of the tenant or a person permitted on the residential property by that tenant. The tenant is not responsible for repairs for reasonable wear and tear to the residential property.

(b) If the tenant does not comply with the above obligations within a reasonable time, the landlord may discuss the matter with the tenant and may make an application for dispute resolution under the Residential Tenancy Act seeking an order of the director for the cost of repairs, serve a notice to end a tenancy, or both.

(3) Emergency repairs:

(a) The landlord must post and maintain in a conspicuous place on the residential property, or give to the tenant in writing, the name and telephone number of the designated contact person for emergency repairs.

(b) If emergency repairs are required, the tenant must make at least two attempts to telephone the designated contact person, and then give the landlord reasonable time to complete the repairs.

(c) If the emergency repairs are still required, the tenant may undertake the repairs, and claim reimbursement from the landlord, provided a statement of account and receipts are given to the landlord. If the landlord does not reimburse the tenant as required, the tenant may deduct the cost from rent. The landlord may take over completion of the emergency repairs at any time.

(d) Emergency repairs must be urgent and necessary for the health and safety of persons or preservation or use of the residential property and are limited to repairing

(i) major leaks in pipes or the roof,

(ii) damaged or blocked water or sewer pipes or plumbing fixtures,

(iii) the primary heating system,

(iv) damaged or defective locks that give access to a rental unit, or

(v) the electrical systems.

Occupants and guests

9 *(1) The landlord must not stop the tenant from having guests under reasonable circumstances in the rental unit.*

(2) The landlord must not impose restrictions on guests and must not require or accept any extra charge for daytime visits or overnight accommodation of guests.

(3) If the number of occupants in the rental unit is unreasonable, the landlord may discuss the issue with the tenant and may serve a notice to end a tenancy. Disputes regarding the notice may be resolved by applying for dispute resolution under the Residential Tenancy Act.

Locks

- 10** (1) *The landlord must not change locks or other means of access to residential property unless the landlord provides each tenant with new keys or other means of access to the residential property.*
- (2) *The landlord must not change locks or other means of access to a rental unit unless the tenant agrees and is given new keys.*
- (3) *The tenant must not change locks or other means of access to*
(a) common areas of residential property, unless the landlord consents to the change, or
(b) his or her rental unit, unless the landlord agrees in writing to, or the director has ordered, the change.

Landlord's entry into rental unit

- 11** (1) *For the duration of this tenancy agreement, the rental unit is the tenant's home and the tenant is entitled to quiet enjoyment, reasonable privacy, freedom from unreasonable disturbance, and exclusive use of the rental unit.*
- (2) *The landlord may enter the rental unit only if one of the following applies:*
- (a) at least 24 hours and not more than 30 days before the entry, the landlord gives the tenant a written notice which states*
 - (i) the purpose for entering, which must be reasonable, and*
 - (ii) the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant agrees otherwise;*
 - (b) there is an emergency and the entry is necessary to protect life or property;*
 - (c) the tenant gives the landlord permission to enter at the time of entry or not more than 30 days before the entry;*
 - (d) the tenant has abandoned the rental unit;*
 - (e) the landlord has an order of the director or of a court saying the landlord may enter the rental unit;*
 - (f) the landlord is providing housekeeping or related services and the entry is for that purpose and at a reasonable time.*
- (3) *The landlord may inspect the rental unit monthly in accordance with subsection (2) (a).*
- (4) *If a landlord enters or is likely to enter the rental unit illegally, the tenant may make an application for dispute resolution under the Residential Tenancy Act seeking an order of the director to change the locks, keys or other means of access to the rental unit and prohibit the*

landlord from obtaining entry into the rental unit. At the end of the tenancy, the tenant must give the key to the rental unit to the landlord.

Ending the tenancy

12 (1) *The tenant may end a monthly, weekly or other periodic tenancy by giving the landlord at least one month's written notice. A notice given the day before the rent is due in a given month ends the tenancy at the end of the following month.*

[For example, if the tenant wants to move at the end of May, the tenant must make sure the landlord receives written notice on or before April 30th.]

(2) *This notice must be in writing and must*

- (a) include the address of the rental unit,*
- (b) include the date the tenancy is to end,*
- (c) be signed and dated by the tenant, and*
- (d) include the specific grounds for ending the tenancy, if the tenant is ending a tenancy because the landlord has breached a material term of the tenancy.*

(3) *If this is a fixed term tenancy and the agreement does not require the tenant to vacate at the end of the tenancy, the agreement is renewed as a monthly tenancy on the same terms until the tenant gives notice to end a tenancy as required under the Residential Tenancy Act.*

(4) *The landlord may end the tenancy only for the reasons and only in the manner set out in the Residential Tenancy Act and the landlord must use the approved notice to end a tenancy form available from the Residential Tenancy office.*

(5) *The landlord and tenant may mutually agree in writing to end this tenancy agreement at any time.*

(6) *The tenant must vacate the residential property by 1 p.m. on the day the tenancy ends, unless the landlord and tenant otherwise agree.*

Landlord to give tenancy agreement to tenant

13 *The landlord must give the tenant a copy of this agreement promptly, and in any event within 21 days of entering into the agreement.*

Dispute resolution

14 *Either the tenant or the landlord has the right to make an application for dispute resolution, as provided under the Residential Tenancy Act.*

Note: *this regulation repeals B.C. Regs. 161/2000, 264/98, 370/99, 125/2001 and 49/96.*

[Provisions of the Residential Tenancy Act, S.B.C. 2002, c. 78, relevant to the enactment of this regulation: sections 97, 104 and 115]

