



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Keefer Rooms
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OLC, RP

Introduction

This hearing was convened to address a claim by the tenant for an order compelling the landlord to comply with the Act and perform repairs. The tenant testified that he personally served his application for dispute resolution and notice of hearing (the "Hearing Documents") on the landlord, but he refused to accept it, throwing the documents on the floor. The tenant further testified that he also personally served the caretaker of the building with the Hearing Documents. No representative of the landlord appeared at the hearing.

I found that both the landlord and the caretaker were properly served with the Hearing Documents. The landlord cannot avoid service by refusing to accept documents. The hearing proceeded in the absence of the landlord's representatives.

At the hearing, the tenant stated that he did not want a repair order. I therefore consider that claim to have been withdrawn.

Issue to be Decided

Should the landlord be ordered to comply with the Act?

Background and Evidence

The tenant's undisputed testimony is as follows. The landlord has on at least one occasion entered the rental unit without the tenant's permission and without having provided 24 hours written notice. The tenant seeks an order compelling the landlord to comply with the Act and provide proper notice prior to entering the rental unit.

Analysis

I accept the undisputed testimony of the tenant and I find that the landlord has failed to comply with the Act with respect to the rules around entering the rental unit. Section 29 of the Act outlines the landlord's responsibility and the tenant's rights as follows:

- 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:
- 29(1)(a) the tenant gives permission at the time of the entry or not more than 30 days before the entry;
 - 29(1)(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:
 - 29(1)(b)(i) the purpose for entering, which must be reasonable;
 - 29(1)(b)(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;
 - 29(1)(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;
 - 29(1)(d) the landlord has an order of the director authorizing the entry;
 - 29(1)(e) the tenant has abandoned the rental unit;
 - 29(1)(f) an emergency exists and the entry is necessary to protect life or property.

I order the landlord to comply with section 29 and either obtain the tenant's permission at the time of any entry into the unit or provide at least 24 hours written notice prior to entry. Should the landlord fail to comply with this order and continue unauthorized and illegal entry into the unit, the tenant is free to file a claim for compensation.

I note that the tenant advised at the hearing that he would begin paying a \$10.00 per month rent increase effective in July 2014.

Conclusion

The landlord is ordered to comply with the Act with respect to entering 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: June 09, 2014

Residential Tenancy Branch

