



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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

DECISION

Dispute Codes: OLC, LRE, FF

Introduction

This hearing was scheduled in response to the tenant's application for an order instructing the landlord to comply with the Act, Regulation or tenancy agreement / an order suspending or setting conditions on the landlord's right to enter the rental unit / and recovery of the filing fee. Both parties attended and / or were represented and gave affirmed testimony.

Issue(s) to be Decided

Whether the tenant is entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement the tenancy began on September 01, 2012. Monthly rent is \$700.00, and a security deposit of \$300.00 was collected.

The landlord provided the tenant with written notice by date of September 29, 2014, that a "K-9 Inspection" would be carried out within his unit on October 01, 2014 between the hours of 10:00 a.m. and noon. A written notice was also provided by the pest control company to the effect that such an inspection would be carried out with specific regard to "bedbug activity."

The tenant claims that at approximately 10:30 a.m. on October 01, 2014, he witnessed the pest control inspection team exiting his unit, along with the resident manager. The tenant objects to the resident manager's entry into his unit, and the tenant's application for dispute resolution is the result.

During the hearing the landlord's agent (administrator) testified that after receiving the tenant's application, she raised the tenant's concern with the resident manager. It is

understood that while some pest control personnel prefer to have a landlord's representative enter a tenant's unit with them, the administrator testified that it is not standard practise for the resident manager to enter units on these occasions. Going forward, the administrator testified that she has instructed the resident manager not to enter the tenant's unit during a pest control inspection.

Finally, during the hearing the administrator requested that the tenant bring any future concerns he may have with his tenancy directly to the landlord's attention. In this way, the landlord would be provided with a timely opportunity to respond to the concern, and a resolution might be achieved without the ultimate need, necessarily, for an application for dispute resolution to be filed.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, forms and more can be accessed via the website: www.gov.bc.ca/landlordtenant

In the circumstances of this dispute the attention of the parties is drawn to section 29 of the Act which addresses **Landlord's right to enter rental unit restricted**.

Based on the documentary evidence and testimony, I find that notice given by the landlord to access the tenant's unit complies with the above statutory provisions. In light of this, and in view of the instruction issued to the resident manager by the administrator, I find there is no requirement for orders to be issued against the landlord. This aspect of the tenant's application is therefore hereby dismissed.

Section 6 of the Act speaks to **Enforcing rights and obligations of landlords and tenants**, and provides in part as follows:

6(2) A landlord or tenant may make an application for dispute resolution if the landlord and tenant cannot resolve a dispute referred to in section 58(1) *[determining disputes]*.

As the tenant did not undertake to provide the landlord with an opportunity to respond to his concern by first bringing this matter directly to the landlord's attention, and as the matter was addressed and resolved by the landlord after being made aware of the concern and prior to the face-to-face hearing, I find that the tenant has established entitlement to recovery of ½ the \$50.00 filing fee in the amount of \$25.00.

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenant in the amount of **\$25.00**. Should it be necessary, this order may be served on the landlord, filed in the Small Claims Court and enforced as an order of that Court.

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 24, 2014

Residential Tenancy Branch

