



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OLC LAT

Introduction

This hearing dealt with an application by the tenant pursuant to the Residential Tenancy Act (the Act) for orders as follows:

- a) That the landlord obeys the provisions of the Act and restricts the landlord's entry to notice periods pursuant to section 29 and also provide rent receipts to the tenant.
- b) That the tenant be allowed to change the lock on his bedroom door pursuant to section 31(3) of the Act.

Service:

The tenant /applicant gave evidence that he served the Application for Dispute Resolution by registered mail on December 14, 2014. It was unclaimed by the landlord and returned to him after several Notices were left. The tenant said the landlord's service address is the same as the unit and he thinks the landlord may have gone abroad after serving a Notice to End Tenancy on November 4, 2014 for landlord's use of the property. I find the documents were legally served for the purposes of this hearing.

Issue(s) to be Decided:

Has the tenant proved on the balance of probabilities that the landlord is entering his suite illegally and will not issue rent receipts to him contrary to the Act?

Background and Evidence

Only the tenant attended the hearing and was given opportunity to be heard, to provide evidence and to make submissions. The tenant gave sworn testimony that the tenancy commenced in December 2011, it is now a month to month tenancy, rent is \$540 a month and a security deposit of \$270 was paid in December 2011. The tenant described the home as having three floors shared by tenants with individual rooms. He said the landlord/owner came back from abroad and moved into the home with no notice to any of the tenants or the person acting as manager. The manager came home

to find an unknown man sleeping in her bed; apparently the landlord had unlocked her door and allowed this individual who was his friend to sleep in her room.

The tenant described some acts of the landlord which violated his privacy such as leaving the communal bathroom door open while he used it, put a fire pit for wood in the backyard which blows smoke into his room and is in violation of City bylaws. He said the landlord/owner moved out of the house in October 2014 but he is concerned about his privacy and safety after seeing the owner put a gun visibly on a table. The tenant requests authorization under section 31(3) of the Act to change his bedroom lock.

The tenant also requests copies of receipts for his rent. He said he mistakenly gave them back to the owner's mother for they were signed by her and were for a full year's rent. He would like an order for monthly receipts as she offered in a letter (copy enclosed).

The tenant also requests that the landlord/owner obey the Act and provide 24 hour Notice as required by section 29 of the Act if he wishes to enter for any lawful purpose such as inspection.

The tenant noted he was given a Notice to End Tenancy for landlord's use of the property but the landlord put an effective date of January 7, 2015 on it which is not in conformance with the Act. He notes he intends to vacate on January 31, 2015 which is the legal date as corrected and he has not submitted his last month's rent as authorized by the Act.

In evidence are statements from the tenant and photographs.

Analysis:

I find the tenant's evidence credible that he is concerned for his privacy and safety after observing some of the actions of the landlord in entering other tenant's rooms and displaying a gun. I find him entitled pursuant to section 31(3) to change the lock on his bedroom door. Likewise, I find him entitled to an Order that the landlord obey the Act and provide 24 hour notice of any entry pursuant to section 29 of the Act.

I find the tenant entitled to rent receipts. I find the landlord's mother is acting as his agent so she has authority to issue rent receipts and has offered to do that and will be so ordered.

I find the effective date on the Notice to End Tenancy for landlord's use of the property should be January 31, 2015 pursuant to section 49(2) of the Act so the effective date is

automatically changed to January 31, 2015 according to section 53. I find the tenant is not disputing the notice and intends to vacate on that date and he is entitled to one month's free rent (for January) pursuant to section 51 of the Act.

The tenant was advised on the provisions of section 38 of the Act in regard to the recovery of his security deposit after vacating.

Conclusion:

I find the tenant entitled to his filing fee for this application; a monetary order is enclosed for \$50. Based on the above evidence and legislation, I make the following orders:

I HEREBY ORDER that the tenant may change the lock on his bedroom door immediately.

I HEREBY ORDER that the landlord comply with section 29 of the Act and provide at least 24 hours Notice of Entry for any purpose which must be lawful into the tenant's unit.

I HEREBY ORDER that the landlord or his agent provide rent receipts to the tenant forthwith.

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: January 13, 2015

Residential Tenancy Branch

