



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, LAT

Introduction

This was a hearing with respect to the tenant's application for a monetary award and for an order authorizing the tenant to change the locks to the rental unit. The hearing was conducted by conference call. The tenant called in and participated in the hearing. The landlord did not participate and the landlord's representative did not attend the hearing although the landlord was served with the application and Notice of Hearing on January 19, 2015 when the tenant handed the documents to Ms. K.C., the landlord's agent or representative at the rental property. The tenant effected service of the documents in the presence of a witness, who provided a written statement attesting to the fact of service.

Issue(s) to be Decided

Should the tenant be authorized to change the locks?
Is the tenant entitled to a monetary award and if so, in what amount?

Background and Evidence

The rental unit is a suite in a subsidized housing facility in Vancouver. The tenancy began in March, 2014. The monthly rent is \$356.00. The rent is related to the tenant's income and is less than the market rent.

The tenant testified that when he moved into the rental unit he occupied a unit on the second floor. On January 8, 2015 there was a sprinkler malfunction and the rental unit was flooded and most of the tenant's belongings were damaged or destroyed. The tenant was relocated to his current unit on the third floor while repairs are carried out to his original unit. Most of the tenant's furniture remains in the second floor unit.

The tenant testified that the landlord's employees have entered his current rental unit twice without providing advance written notice of the entry. He referred to an incident on January 9, 2015 when "M", the resident caretaker entered his unit without any notice or consent, bringing a workman into his unit to fix the bathroom fan. The workman did not install the fan properly and it is currently unusable.

On January 16, 2015 the tenant gave the landlord's representative a copy of *Residential Tenancy Act* information with respect to the requirement for notice before entering a rental unit. The tenant testified that on January 19, 2015 the landlord's employee, "T" entered his unit while the tenant was home. "T" entered without knocking, using a pass key. When the tenant asked him what he was doing, "T" replied that he was just checking empty suites and then left the unit. The tenant said that "T" was well aware that he was occupying the unit and that he had been there since January 8th when he was relocated from his flooded unit.

At the hearing the tenant raised other issues with respect to belongings that he claimed were damaged in the flood in the other unit. He also stated his concerns about tradespeople having unrestricted access to his former unit where some of his belongings remain. I have not considered the tenant's evidence concerning his goods or the other rental unit because they do not form part of this claim.

Analysis

The tenant requested an order authorizing him to change the locks to his unit and a monetary order in the amount of \$100.00 to compensate him for the anticipated cost to change the locks. The tenant did not submit any evidence to substantiate his estimate. I accept the tenant's testimony that the landlord's staff have entered his rental unit on several occasions without providing the proper notice required under the *Residential Tenancy Act*.

The Residential Tenancy Policy Guideline with respect to locks and access sets out the requirements for written notice or consent before entering a rental unit and of the requirement for entry only for a reasonable purpose. The tenant has drawn the landlord's attention to these provisions. The Policy Guideline also states as follows:

Where a tenant can prove that the landlord has entered contrary to the Residential Tenancy Act, the tenant may apply to have the locks to the rental unit changed. The arbitrator will consider, among other things, whether an order to change the locks on a particular suite door could endanger the safety

of other nearby tenants. An order for change of locks will only apply to areas where the tenant has exclusive possession.

In some circumstances, where there has been substantial interference with the tenant's use and enjoyment of the property, it may be appropriate for the tenant to be awarded damages for unlawful entry in addition to, or rather than, a change of locks.

The rental property consists of a large number of separate units in a subsidized housing facility. Although I accept the tenant's evidence that there have been two entries by the landlord without notice or consent, contrary to the *Residential Tenancy Act*, I am concerned that a change of locks could raise safety concerns for other occupants of the rental property. I therefore decline to make an order authorizing the tenant to change the locks to the rental unit; instead, I grant the tenant a monetary award in the amount of \$50.00 to compensate him for the unlawful entries and loss of quiet enjoyment. The tenant has leave to reapply if there are further entries or attempts to enter the rent unit without the proper notice or consent.

Conclusion

I have award the tenant the sum of \$50.00. This order may be registered in the Small Claims Court and enforced as an order of that court. Instead of proceeding to enforce the order the tenant may, if he chooses, deduct the sum of \$50.00 from a future installment of rent due to the landlord.

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: February 16, 2015

Residential Tenancy Branch

