



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OLC, LRE, LAT

### Introduction

This hearing dealt with an application by the tenant seeking an order to have the landlord comply with the Act, regulation or tenancy agreement, an order to suspend or set conditions on the landlords' right to enter the unit or site, and an order to authorize a tenant to change the locks to the rental unit. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

### Issues to be Decided

Is the tenant entitled to any of the above under the Act, regulation or tenancy agreement?

### Background and Evidence

The tenancy began on or about November 1, 2014. Rent in the amount of \$1700.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$850.00 and a pet deposit of \$850.00.

The tenant gave the following testimony:

The tenant stated that on January 4, 2015 the landlords advised that the property would be listed for sale. The tenant stated that he advised the landlord and the landlords' realtor that he had concerns about the frequency of showings. The tenant stated that landlords and the realtor dismissed his concerns. The tenant stated that the realtor was less than professional in dealing with him and that he would often lose his temper and use profanity when speaking with him. The tenant stated that the realtor provided short notice to show the property to prospective buyers on several occasions to which the tenant denied access.

The tenant stated that the realtor held an open house without telling the tenant, although the realtor did give notice that he would be showing the property. The tenant stated that during the open house the washroom was used and that the dining room table was being used as an office by the realtor. The tenant stated that all he was asking for was some reasonableness from the realtor and the owners.

The landlords gave the following testimony:

The landlords stated that they adamantly dispute the claims of the tenant in regards to the realtor being abusive, nonprofessional or using profanity. The landlords stated that during the six weeks that the property has been listed to date; the realtor has only shown it three times. The landlords stated that several other attempts to schedule showings were denied. The landlords stated that have been and will continue to comply with all the requirements of the Act in regards to notice.

### Analysis

I address the tenants' application and my findings as follows.

The tenant has applied seeking an order to authorize him to change the locks pursuant to Section 70(2) of the Act. The tenant has not satisfied me that it is necessary based on the testimony and evidence before me. The landlord has not entered the unit without the tenants permission, in fact has been denied on several occasions. Based on the above I dismiss this portion of the tenants' application.

The tenant has applied seeking an order to suspend or set conditions on the landlords' right to enter the rental unit pursuant to Section 70(1) of the Act. In the tenants own testimony, he stated that when the landlords did not provide proper notice to enter into the unit they were denied and the landlords did not enter. The landlord responded to this by stating that sometimes perspective buyers were anxious to see the unit and a "request" was made to come in on short notice but only with the tenants' authorization. Both parties agree that the access has been granted a total of three occasions for showings and an open house. Based on the above and on the balance of probabilities, the tenant has failed to satisfy me that conditions need to be imposed on the landlord or the realtor.

The tenant has made it clear during this hearing that short notice requests for access would not be granted and that only notice given in accordance with the Act will be. As the tenant has not been able to satisfy me of the two above items, I need not make a

finding to have the landlord comply with the Act in regards to Notice. However, to assist the parties and to ensure no further ambiguity or confusion in terms of what is proper notice that is required I have included the sections of the Act that address it as follows:

### **Landlord's right to enter rental unit restricted**

**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:

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

(2) A landlord may inspect a rental unit monthly in accordance with subsection (1) (b).

### **When documents are considered to have been received**

**90** A document given or served in accordance with section 88 [*how to give or serve documents generally*] or 89 [*special rules for certain documents*] is deemed to be received as follows:

- (a) if given or served by mail, on the 5th day after it is mailed;
- (b) if given or served by fax, on the 3rd day after it is faxed;

(c) if given or served by attaching a copy of the document to a door or other place, on the 3rd day after it is attached;

(d) if given or served by leaving a copy of the document in a mail box or mail slot, on the 3rd day after it is left.

Based on all of the above I dismiss the tenants' application in its entirety.

### Conclusion

The tenants' application is dismissed.

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 23, 2015

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Residential Tenancy Branch

