



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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

DECISION

Dispute Codes OLC, PSF, LRE, LAT, O

Introduction

This matter dealt with an application by the Tenants for the Landlord to comply with the Act, regulations and the tenancy agreement, to provide services and facilities required by law, to set conditions on the Landlord's right of entry into the rental unit, to change the locks on the rental unit and for other considerations.

The Tenants said they served the Landlord with the Application and Notice of Hearing (the "hearing package") by registered mail on September 23, 2015 and the Landlord said the Tenants served his office in person on September 23, 2015. Based on the evidence of the Tenants and the Landlord, I find that the Landlord was served with the Tenant's hearing package as required by s. 89 of the Act and the hearing proceeded with both parties in attendance.

Issues(s) to be Decided

1. Has the Landlord complied with the Act, regulations and tenancy agreement?
2. Is the Landlord providing facilities and service required by law?
3. Should the Landlord's right of enter be restricted?
4. Should the Tenants be allowed to change the lock on the rental unit?
5. What other considerations are there?

Background and Evidence

This tenancy started on July 15, 2012 as a month to month tenancy. Rent is \$1,033.00 per month payable in advance of the 1st day of each month. The Tenants paid a security deposit of \$475.00 at the start of the tenancy.

The Tenants said there are three issues in their application the first is that the Landlord has not provided a parking stall with the tenancy and clause 16 of the tenancy agreement says a parking stall will be allocated by the building manager.

The Landlord said the Tenants did not have a car when they moved in and so no parking stall was allocated to them. As well the Landlord said the normal practice in the

building is that tenants pay \$10.00 a month for parking. The Landlord said he understood that the tenancy agreement appears to say that parking is included in the rent but that is not the practice in the building. The Landlord said he would provide a parking stall to the Tenants as part of the monthly rental.

The Tenants said the second issue is that the Landlord has entered their rental unit without proper notice so the Tenants are requesting restrictions be placed on the Landlord's right of entry to their unit. The Tenants said they have not provided any evidence that would support this claim except their testimony.

The Landlord said he has not entered the Tenants' rental unit without proper notice. As well the Landlord said he included in his evidence a copy of an enter notice for a fire inspection. The Landlord said this is normal policy to enter a tenant's rental unit.

The Tenants said the third issue is that they are requesting to change the locks on the rental unit so the Landlord cannot enter the unit without proper notice. The Tenants said other tenants would not give witness testimony as evidence of the Landlord entering units without proper notice and they do not have any other evidence to support their claims.

The Landlord said he has not entered the Tenants' rental unit without proper notice.

Analysis

With regard to the parking stall issue, the Landlord has agreed to provide a parking stall as part of the monthly rental; therefore I can only formalize the landlord's statement by confirming the Landlord's the statement. I order the Landlord to provide the Tenants' with a parking stall as part of the monthly rental as indicated in clause 16 of the tenancy agreement.

In regards to the Tenants' claims to restrict the Landlord's right of entry and to change the locks in the rental unit; I find the Tenants' have not provided corroborative evidence to support these claims; therefore the claims are unproven and I dismiss the claims without leave to reapply. Further I order the Landlord to comply with the Act by providing the Tenants with a proper notice of entry, 24 hour prior to entering the rental unit, if enter is required in the future with the exception of emergency entries.

Conclusion

I order the Landlord to provide a parking stall to the Tenants as part of the monthly rental agreement.

The Landlord is order to comply with the Act regarding entry to the Tenants' 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: November 23, 2015

Residential Tenancy Branch

