



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      LRE, OLC

### Introduction

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. An order that the landlord comply with the Act, regulation or tenancy agreement.
- b. An order that the landlord suspend or set conditions on the landlord's right to enter the rental unit.

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the respondent on December 2, 2015. With respect to each of the applicant's claims I find as follows:

### Issue(s) to be Decided:

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order that the landlord comply with the Act, regulation or tenancy agreement.
- b. Whether the tenant is entitled to an order that the landlord suspend or set conditions on the landlord's right to enter the rental unit.

### Background and Evidence

The tenancy began in 2009. The rent was \$525 per month payable in advance on the first day of each month. The tenant was served with a 2 month Notice to End Tenancy. He did not dispute it. However, he was not able to find alternate accommodation and

the landlord agreed he could stay until January 31, 2016. The landlord increased the rent to \$825. There is a dispute between the parties and the tenant alleges this is a wrongful rent increase. This issue was not before me and it is not appropriate for me to comment on it. The tenant has a right to file a new Application for Dispute Resolution to have this issue adjudicated.

The tenant testified the respondent who is the building manager has given a key to his rental unit to his neighbor. He outlined two incidents where he stated that the neighbor has tried to gain access to his rental unit illegally. The agent for the landlord testified DP was called away on a family emergency. However, she testified DP would not have given a key to the neighbor and she denies the landlord is illegally attempting to enter the rental unit.

Analysis:

The tenancy will be coming to an end in 2 ½ weeks. It is not possible to determine whether DP gave a key to the neighbor in this case as DP was called away on an emergency. In the circumstances I determined it was appropriate to make the following order:

- a. If the landlord gave a key to the tenant's rental unit to the neighbor the landlord is ordered to immediately retrieve it from the neighbor.
- b. The landlord is ordered to comply with section 29 of the Residential Tenancy Act if it is seeking access to the tenant's rental unit.

Section 29 of the Residential Tenancy Act provides 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).

I dismissed the tenant's request that I order that the landlord give the key allegedly given to the neighbor to the tenant as I determined it was appropriate that the landlord have access in case an emergency arose.

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 14, 2016

---

Residential Tenancy Branch

