



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Dranly Holdings Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      LAT, MNDC, OLC

### Introduction

This was a hearing with respect to the tenant's application for an order authorizing the tenant to change the locks to the rental unit, for a monetary award to cover the costs of changing the locks and for an order directing the landlord to comply with the provisions of the *Residential Tenancy Act* and tenancy agreement.

### Issue(s) to be Decided

Should the tenant be authorized to change the locks to the rental unit and receive compensation for the cost to change the locks?

### Background and Evidence

The rental unit is an apartment in Vancouver. The tenancy began October 1, 2015 for a one year fixed term and thereafter on a month to month basis.

The tenant notified the landlord of an issue with the flooring in her apartment that required inspection and repair. The tenant specified in an e-mail communication to the landlord that she be given 24 hours' notice before anyone accessed the rental unit.

The tenant permitted the building manager to enter her unit at pre-arranged times on several occasions to effect repairs to the rental unit. On December 11, 2015 the tenant learned by way of a note from the building manager that someone had entered her apartment to inspect the floor without any notice to her and without the tenant's consent.

On December 11, 2015 the tenant wrote to the landlord to complain about the unlawful entry into her apartment. On that day she also filed the application for dispute resolution that is the subject of this hearing. The tenant testified at the hearing that she no longer feels safe in her apartment, knowing that strangers entered her apartment

and had access to her personal belongings without her knowledge. The tenant requested permission to change the locks and asked for a monetary award to compensate her for the cost to change the locks.

The building manager attended as the landlord's representative. He acknowledged at the hearing that he acted improperly by allowing the landlord's flooring contractor to enter the tenants suite to inspect the floor without giving prior notice to her. He sought to assure the tenant that there would be no repetition of the unlawful entry. The landlord's representative stated his concern that if the tenant were permitted to change the locks and did not provide the landlord with a key, then in the event of an emergency when the tenant was not home, the landlord would be forced to break open the door to gain access to the rental unit.

The tenant testified that she was concerned because she has no way of knowing whether the landlord will respect her privacy and honour its commitment to provide proper notice before entering her unit. She mentioned that if the locks are not changed she may not know if the landlord enters without permission, unless she installs some form of surveillance equipment inside the rental unit at her own expense.

### Analysis

The residential tenancy policy guideline with respect to locks and access provides in part 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 landlord's representative has acknowledged that he allowed access to the tenant's apartment without proper notice and without her permission. The tenant was therefore justified in bringing this application to request that the locks be changed.

Due to the potentially dire consequences that could ensue if the landlord was unable to obtain access to the rental unit in the event of a serious emergency, I am reluctant to make an order to allow the tenant to change the locks and deprive the landlord of a means to enter the rental unit in the event of an emergency such as a burst pipe or a fire. I find that the landlord's representative was genuine in his apology to the tenant for the unlawful entry into her apartment. The landlord's representative has given the tenant his assurances that the incident will not be repeated and I find that an order should not be made at this time to authorize the tenant to change the locks.

If, in the future the tenant discovers that the landlord's representative or any employee or agent of the landlord has entered or attempted to enter the rental unit without notice or permission, then she will have leave to reapply with the expectation that an order to change the locks will be granted. The landlord is now on notice that a repeat occurrence will justify a further application to change the locks and may attract an award of damages in favour of the tenant for the interference with her right to exclusive possession and quiet enjoyment of the rental unit.

### Conclusion

The tenant's application for the relief sought was well founded and although I have not authorized the tenant to change the locks, she is entitled to recover the \$50.00 filing fee for her application. She may deduct the sum of \$50.00 from a future instalment of rent payable 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 03, 2016

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Residential Tenancy Branch

