



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ANAVETS Senior Citizens' Housing Society
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OLC, LRE, MNDC, LAT, FF

Introduction

This face-to-face hearing concerns the tenant's application for an order instructing the landlord to comply with the Act, Regulation or tenancy agreement / an order suspending or setting conditions on the landlord's right to enter the rental unit / a monetary order as compensation for damage or loss under the Act, Regulation or tenancy agreement / permission to change the locks to the rental unit / and recovery of the filing fee. Both parties attended and / or were represented and gave affirmed testimony.

Issue(s) to be Decided

Whether the tenant is entitled to any of the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement the tenancy began on September 01, 2012. Monthly rent is \$700.00, and a security deposit of \$300.00 was collected.

By letter dated November 24, 2015, the landlord informed all tenants that the building manager would be entering units on Tuesday, December 02, 2015 between the hours of 8:00 a.m. to 5:00 p.m., in order to reset the timer on the heat exchanger. Thereafter, the tenant awoke in his unit on Tuesday, December 01, 2015 to find the building manager in his unit. As the tenant claims he expected the building manager to enter his unit on December 02, 2015, he asked the building manager to leave, which the building manager did without incident. Shortly after the building manager left, the tenant found a "notice of entry" posted to his door, in which he was informed that the landlord would be entering his unit on December 02, 2015 between 2:00 p.m. and 5:00 p.m. for the reason set out in the letter of November 24, 2015.

The following day on Wednesday, December 02, 2015, the building manager returned to the tenant's unit, and reset the timer on the heat exchanger.

During the hearing the landlord's agent (the "landlord") testified that the problem giving rise to the tenant's application was the result of an error in the landlord's letter dated November 24, 2015. Specifically, the letter should have stated that entry to the unit would occur on Tuesday, December 01, 2015, **NOT** Tuesday, December 02, 2015 (Wednesday fell on December 02, 2015).

Analysis

Based on the documentary evidence and testimony of the parties, the various aspects of the tenant's claim and my related findings are set out below.

An order instructing the landlord to comply with the Act, Regulation or tenancy agreement

An order suspending or setting conditions on the landlord's right to enter the rental unit

I find that there was an inconsistency in the landlord's letter dated November 24, 2015, pursuant to which, while the day of the week for entry to the unit was correct, the calendar date of entry was not. Apparently, the tenant had paid more attention to the calendar date of entry, rather than the day of the week.

I find that the incident giving rise to this dispute was an unintended administrative / clerical error or oversight on the part of the landlord, and that there is insufficient evidence before me that the landlord has otherwise entered the unit without proper notice on any occasion which has not previously been dealt with. In the result, I find there is no requirement to issue orders against the landlord as sought in the tenant's application, and these aspects of the tenant's application are hereby dismissed.

A monetary order as compensation for damage or loss under the Act, Regulation or tenancy agreement

Despite the landlord's best intentions, I find that the landlord's error and the resulting disturbance was a minor breach of the tenant's right to quiet enjoyment. In this regard, section 28 of the Act addresses **Protection of tenant's right to quiet enjoyment**, and provides in part:

28 A tenant is entitled to quiet enjoyment including, but not limited to, rights to the following:

(a) reasonable privacy;

(b) freedom from unreasonable disturbance;

In the result, I find that the tenant has established entitlement to compensation in the limited amount of **\$50.00**.

Permission to change the locks to the rental unit

In the absence of any evidence that there are persons other than the landlord and tenant who have keys to the locks on the unit, I find there is no requirement for unit locks to be changed. Accordingly, this aspect of the application is dismissed.

\$100.00: *recovery of the filing fee*

As the tenant has achieved a measure of success with a principal aspect of his application, I find that he has also established entitlement to recovery of the filing fee.

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenant in the amount of **\$150.00**. Should it be necessary, this order may be served on the landlord, filed in the Small Claims Court and enforced as an order of that Court.

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: March 02, 2016

Residential Tenancy Branch

