



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes

MNDC, FF

### Introduction

This hearing dealt with an application by the tenant for a monetary order. Both parties participated in the conference call hearing and no issues were raised with respect to the exchange of evidence.

### Issue to be Decided

Is the tenant entitled to a monetary order as claimed?

### Background and Evidence

The parties agreed that the tenancy began in May 2015 and ended on September 30, 2015.

The tenant testified that on September 5, the doorbell of the rental unit rang and when the tenant's 12 year old son answered the door, he found that the landlord was there and had said he was waiting for the police to arrive. The son reported this to the tenant who determined that she would not go to the door until the police had arrived. The tenant waited for the police to arrive and her written statement states that her son reported to her when the police had arrived. The tenant testified that upon learning that the police were present, she got up to meet them when the landlord burst into her room when she was dressed only in her dressing gown and stated that he took pictures of the rental unit. She further testified that he also entered the room of her 19 year old daughter while her daughter was in the room, frightening the daughter. She testified that she demanded that the landlord leave and she asked the police, who were outside the unit, to remove him. She claimed that the police "kicked him out." The tenant denied that the landlord had given her any notice of entry whatsoever and claimed that the event emotionally traumatized both her and her children. The tenant seeks an award of \$5,000.00 and recovery of the \$50.00 filing fee paid to bring her application.

The landlord testified that at least 24 hours in advance of his entry, he gave the tenant verbal notice that he would be entering. He testified that he waited for the police to arrive and then knocked on the door of the rental unit and when the tenant's son arrived at the door, he asked her to advise his mother that he was entering the unit. The landlord claimed that although the police advised him to enter the unit, he waited for 5 minutes to allow the tenant time to prepare

for his entry into the unit. The landlord testified that no one was in a state of undress when he entered the unit and the tenant's daughter was in the hallway, not in her bedroom, when he encountered her. He acknowledged that he took photographs, but testified that he required these photographs because he was going to enforce an order of possession which had been granted against the tenant.

### Analysis

In a decision issued on July 22, 2015, a Residential Tenancy Branch adjudicator found that the tenancy ended on July 16, 2015 in accordance with a 10 day notice to end tenancy for unpaid rent and granted the landlord an order of possession. The landlord testified and the tenant did not dispute that the landlord had served that order of possession on her.

The tenant only has a right to quiet enjoyment and a right to receive notice of entry during the tenancy. In this case, the tenancy ended on July 16, 2015 and the tenant was illegally overholding the rental unit. Although the Act specifically prohibits a landlord from seizing the tenant's goods, interfering with the tenant's access to the unit or enforcing an order of possession without going through the Supreme Court process of hiring a bailiff under the authority of a writ of possession, the Act does not prohibit the landlord from exercising free access to the rental unit when the tenancy has ended.

I find that because the tenancy had ended and the tenant was illegally occupying the unit, the landlord was under no obligation to provide her with notice of entry, nor was he prohibited from taking photographs of the rental unit without her permission. I note that the landlord was prudent in first providing verbal notice and ensuring the police were present. I find that the landlord has not breached his obligations under the Act as the tenant had very few rights after the end of the tenancy and I therefore dismiss the tenant's claim.

### Conclusion

The claim is dismissed in its entirety.

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 18, 2016

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Residential Tenancy Branch

