



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC PSF LRE FF

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution, dated March 17, 2017 (the "Application"). The Tenant applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- An order that the Landlord comply with the Act, Regulations or a tenancy agreement;
- An order that the Landlord provide services or facilities required by law;
- An order suspending or setting conditions on the Landlord's right to enter the rental unit; and
- An order granting recovery of the filing fee.

The Tenant attended the hearing, as did the Landlord. All parties providing testimony provided a solemn affirmation.

The Tenant testified that the Application package, which included the Notice of a Dispute Resolution Hearing but no documentary evidence, was served on the Landlord in person on March 23, 2017. The Landlord confirmed she had received the Tenant's Application package. I find the Landlord was duly served with and received the Tenant's Application package on March 23, 2017.

No issues were raised with respect to service or receipt of the Tenant's Application package. The parties were given an opportunity to present evidence orally and in written and documentary form, and to make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue to be Decided

1. Is the Tenant entitled to a monetary order for money owed or compensation for damage or loss?
2. Is the Tenant entitled to an order compelling the Landlord to return all or part of the security deposit or pet damage deposit?
3. Is the Tenant entitled to an order granting recovery of the filing fee?

Background and Evidence

The parties agreed the fixed-term tenancy began on November 20, 2016 and was to end six months later. However, the parties confirmed the tenancy will end after only five months on April 20, 2017. Rent in the amount of \$900.00 per month is due on the 20th day of each month. The Tenant paid a security deposit in the amount of \$450.00.

The Tenant sought an order that the Landlord comply with the *Act*, Regulations or a tenancy agreement. Specifically, the Tenant requested an order requiring the Landlord to provide notice of entry to the rental unit. He testified that the Landlord has entered his suite on several occasions without giving proper notice.

In reply, the Landlord acknowledged that she has entered the Tenant's rental unit on two occasions to deal with a breaker. The Landlord also testified that she entered the Tenant's rental unit to ask him to move a vehicle that was blocking another tenant from leaving the property. The reason she entered the rental unit on that occasion, she stated, was because he did not answer the door.

The Tenant also sought an order that the Landlord provide Wi-Fi as contained in the tenancy agreement. The Landlord acknowledged that Wi-Fi was included with rent and testified that Wi-Fi is working. However, she conceded that the signal strength in certain parts of the house is weaker than in others. The Landlord indicated she invited the Tenant to obtain and pay for improved signal strength if he chose to do so.

The Tenant has also requested that grant recovery of the filing fee paid to make the Application.

Analysis

Based on the documentary evidence and oral testimony provided during the hearing, and on a balance of probabilities, I find:

Section 29 of the *Act* sets out the circumstances in which a landlord is entitled to enter a rental unit that is subject to a tenancy agreement. A landlord may enter a rental unit with the tenant's permission, by giving 24 hours' notice in writing, to provide housekeeping services, if the entry is authorized by an order of the director, if the tenant has abandoned the rental unit, or if an emergency exists.

In addition, section 62(3) of the *Act* states:

The director may make any order necessary to give effect to the rights, obligations and prohibitions under this Act, including an order that a landlord or tenant comply with this Act, the regulations or a tenancy agreement and an order that this Act applies.

[Reproduced as written.]

Based on the testimony of the parties, I find the Landlord entered the rental unit contrary to section 29 of the *Act*. Accordingly, I have no hesitation in ordering the Landlord to comply with section 29 of the *Act*, which is available for review on the Residential Tenancy Branch website.

Further, based on the testimony of the parties, I find that Wi-Fi is a service that is included with monthly rent. The Tenant testified that the signal strength is weak, which the Landlord acknowledged to be true in certain areas of the house. However, I find there is insufficient evidence to conclude the Tenant is entitled to an order that the Landlord increase the signal strength. This aspect of the Tenant's Application is dismissed.

Having been partially successful, I find the Tenant is entitled to recover \$100.00 from the Landlord in satisfaction of the filing fee. Pursuant to section 67 of the *Act*, I grant the Tenant a monetary order in the amount of \$100.00.

Conclusion

The Landlord is ordered to comply with section 29 of the *Act*, which sets out the circumstances whereby a landlord can enter a rental unit.

The Tenant is granted a monetary order in the amount of \$100.00. This order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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: April 11, 2017

Residential Tenancy Branch