



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, OLC

### Introduction

The Application for Dispute Resolution filed by the Tenant makes the following claims:

- a. A monetary order in the sum of \$300
- b. An order that the landlord comply with the Act, regulation or tenancy agreement.

A hearing was conducted by conference call in the presence of the applicant and in the absence of a representative of the respondent although duly served. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the landlord on April 11, 2017.

At the start of the hearing the Tenant stated that he wished to withdraw his monetary claim as he intends to bring a claim in the Supreme Court of British Columbia. I determined the landlord has not been prejudiced by this request. I ordered that the monetary claim be dismissed as withdrawn. The tenant has liberty to re-apply.

### Issue(s) to be Decided:

The issue to be decided is whether the tenant is entitled to an order that the landlord comply with the Act, regulation or tenancy agreement?

### Background and Evidence:

The tenancy began on August 1, 2013. The tenancy agreement provided that the tenant(s) would pay rent of \$378 per month payable on the first day of each month. The tenant(s) paid a security deposit of \$272 at the start of the tenancy.

The tenant testified that on two occasions that he witnessed a member of the maintenance staff entered his room illegally with the use of a key which the landlord has. This occurred on April 9, 2016 and August 30, 2016. No notice was given and the maintenance person entered his room without permission. He has noticed that some valuable items of personal property have gone missing. He seeks an order to change the locks and permission to put a chain lock on the inside of his door. He also testified

the entry gate on the east corner is broken and has been broken for an extended period of time and this creates a security risk.

Law

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).

Section 70 of the Residential Tenancy Act provides as follows:

**Director's orders: landlord's right to enter rental unit**

**70** (1) The director, by order, may suspend or set conditions on a landlord's right to enter a rental unit under section 29 [*landlord's right to enter rental unit restricted*].

(2) If satisfied that a landlord is likely to enter a rental unit other than as authorized under section 29, the director, by order, may

- (a) authorize the tenant to change the locks, keys or other means that allow access to the rental unit, and
- (b) prohibit the landlord from replacing those locks or obtaining keys or by other means obtaining entry into the rental unit.

Analysis

Based on the evidence presented by the Tenant in the absence of the landlord I determined the landlord has entered the Tenant's rental unit other than as authorized under section 29. I am satisfied there is a risk the staff of the landlord may do that in the future. As a result I ordered that the Tenant be authorized to change the locks to the rental unit. However, I dismissed the tenant's application to put a chain on the door to the rental unit as the tenant failed to present sufficient evidence to establish this is necessary.

I further ordered that the landlord repair the entry gate on the east corner of the property within 14 days of receiving this decision and order as I determined based on the evidence presented there is a security risk with the gate in its present condition.

**This decision is final and binding on the parties.**

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: May 15, 2017

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Residential Tenancy Branch