



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding NACEL PROPERTIES LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OLC, LAT, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the tenants to be allowed to change the locks to the rental unit, to have the landlord comply with the Act and to recover the filing fee from the landlord.

Both parties appeared, gave testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

The parties confirmed receipt of all evidence submissions and there were no disputes in relation to review of the evidence submissions.

### Issues to be Decided

Should the tenants be allowed to change the locks?  
Should the landlord be ordered to comply with the Act?

### Background and Evidence

The tenancy began on February 15, 2015.

The tenants testified that they were given a 24 hours' notice that the landlord would be having the pest control company attend their rental unit between the hours of 1:00 pm and 3:00 pm. The tenants stated that when they arrived home at 12:08 pm, the landlord had unlocked their door and was prepared to have the pest company enter before the dated time. The tenants stated their rental unit was left unlocked and unsupervised.

The landlord's agent testified that the tenants completed a maintenance request for pest control. The agent stated that in that request the tenant consented that the landlord could enter the premises in their absences.

The landlord's agent stated that they gave the tenants notice of when the pest company was to attend simply as a courtesy; however, the pest control attended earlier than expected. The agent stated that if the rental unit was not treated at that time, it would have been delayed to a later date. The agent stated that the rental unit was not unsupervised, and the door was just being unlocked when the tenants arrived home.

The landlord's agent stated that the tenants gave them consent to enter when they completed the maintenance request.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The tenants completed the maintenance request to have the pest control company attend the rental unit. In the request the tenants gave their consented for the landlord to enter the premises in their absence in order to complete their request.

While the landlord gave the tenants notice of when they expected the pest control company to attend, this was done as a courteous. The pest control company attended earlier and the landlord was entitled to allow access as the tenants requested the repair and consented that the landlord could enter in their absence. I am not satisfied that the landlord has violated the Act. Therefore, I find it not necessary to order the landlord to comply with the Act.

As I have not found a breach of the Act by the landlord, I deny the tenants request to change the locks.

In light of the above, I dismiss the tenants' application. Since the tenants were not successful with their application, I decline to award them the cost of the filing fee.

### Conclusion

The tenants' application is dismissed.

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: November 16, 2017