



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CAROL SMITH & EMV HOLDINGS CORP.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      LAT, LRE

### Introduction

This matter dealt with an application by the Tenant to receive and order to change the locks of the rental unit and to restrict the Landlord's right of entry to the rental unit.

The Tenant said he served the Landlords with the Application and Notice of Hearing (the "hearing package") by personal delivery on December 18, 2017. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenant's hearing package as required by s. 89 of the Act and the hearing proceeded with both parties in attendance.

### Issues(s) to be Decided

1. Is the Tenant entitled to an order to change the locks on the rental unit?
2. Should the Landlord's right of entry be restricted?

### Background and Evidence

This tenancy started on June 1, 2017 as a month to month tenancy. Rent is \$1,275.00 per month payable on the 1<sup>st</sup> day of each month. The Tenant paid a security deposit of \$625.00 on September 13, 2016 when the Tenant first moved into the rental complex in a different unit.

The Tenant said on November 5, 2017 a person who said he was a representative of the Landlord named S.S. spoke with the Tenant in an aggressive manner which has made the Tenant fearful for his safety. The Tenant continued to say on further investigation he discovered that S.S. is not an employee of the Landlord but the Landlord's husband who was covering for the Landlord C.S. while she was away. The Tenant provided video evidence of the conversation with S.S. to support his claim that S.S. was aggressive towards the Tenant.

The Landlord C.S. said her husband had authorization from the Landlord's company to cover the rental complex while she was away for one week. Further the Landlord said the video shows a discussion between S.S. and the Tenant but it is not aggressive and the Tenant was not threatened. The Landlord C.S. said the discussion was about a mouse, mouse traps and to get an exterminator to the Tenant's unit to deal with the mouse.

The Landlord's Counsel said this conversation is a moot point as S.S. will not be hired or be representing the Landlord again.

The Tenant continued to say that on December 4, 2017 he told the Landlord C.S. that there was a problem with his heating system and he requested that the Landlord fix it.

The Landlord C.S. said she asked the Tenant when they could come to fix the heating system and she did not get a response so the Landlord posted a 24 hour Notice to make repairs. On December 5, 2017 the Landlord and the Landlord's maintenance man came to the Tenants unit. The Landlord said the Tenant let them in and then excused himself for an appointment. The Landlord said they investigated the issue and determined a heating tradesman was needed. The Landlord text the Tenant her findings and the Tenant text back "OK Thanks". Later that afternoon the Landlord and the heating technician came back to the Tenant's unit. The Landlord said the Tenant let them in and left for an appointment. The Landlord text the Tenant to say they had finished and the repair and were leaving. The Landlord said the Tenant phoned her later and told her he had video taped the repair visit and was accusing the Landlord of theft and that she had invaded his privacy.

The Tenant said he was missing important medical information, the Landlord had read his private information that was left on the table and the Landlord had taken photographs of his rental unit. The Tenant said he phoned the police and made a complaint. The Tenant said the police came to the unit and watched the video tape. The Police officer told the Tenant nothing criminal happened while the Landlord was in the unit and no charges would be made and the file would be closed.

The Landlord C.S. said she spoke with the Police officer later and the Officer told her not to see the Tenant without a witness as protection because the Tenant may be unstable.

The Landlord's Counsel said the Landlord believes the Tenant's application should be dismissed because the Landlord following the correct procedures for entry to the Tenant's unit for repairs and the Landlord C.S. did not do anything criminal. The Counsel said the Landlord C.S. took some pictures for a different dispute hearing regarding the cleanliness of the Tenant's rental unit. Further the Landlord's Counsel said what C.S. read in the Tenant's unit had already been disclosed to the Landlord for the other dispute hearing. The Counsel said there are no charges and C.S. did nothing wrong.

The Tenant said the Landlord invaded his privacy by taking pictures in the rental unit and by reading his medical information. As well the Tenant said the Landlord C.S. may have stolen his medical information although the video tape does not show C.S. touching or taking anything.

The Tenant said in closing that he feels unsafe in the building because of the confrontation with S.S. and because the Landlord C.S. has invaded his privacy during the repairs done to his heating system. The Tenant request that the locks to be changed and the Landlord's right of entry into his unit be restricted.

The Landlord's Counsel said that it is the right of the Landlord under the Act to have a key to all units incase of emergency so the Landlord apposes the locks being changed. Further the Tenant has not proven that C.S. stole anything or invaded his privacy. Counsel said both times the Landlord C.S. entered the Tenant's unit the Tenant let them in and C.S. was never alone in the unit. The Landlord said they included statements from both the Landlord's maintenance

man and the heating technician that corroborates C.S. statements. C.S. said in closing that she has not entered the Tenant's unit without proper notice or without the Tenant's authorization.

The Tenant said he did let the Landlord and repair men in on both occasion of December 5, 2017 but it does not change that the Landlord read his private papers and took pictures of his rental unit. The Tenant said he is requesting to change the locks on the unit and to have the Landlord's right of entry restricted.

### Analysis

**Section 29 of the Act says:** (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 31 of the Act says:** (1) A landlord must not change locks or other means that give access to residential property unless the landlord provides each tenant with new keys or other means that give access to the residential property.

(1.1) A landlord must not change locks or other means of access to a rental unit unless

(a) the tenant agrees to the change, and

(b) the landlord provides the tenant with new keys or other means of access to the rental unit.

(2) A tenant must not change locks or other means that give access to common areas of residential property unless the landlord consents to the change.

**(3) A tenant must not change a lock or other means that gives access to his or her rental unit unless the landlord agrees in writing to, or the director has ordered, the change.**

In this situation the Tenant gave the Landlord permission to enter the unit on each occasion the Landlord entered on December 5, 2017 and the Tenant chose to leave the unit with the Landlord and repair person alone in his unit. Further the Police reviewed the video and determined the Landlord did nothing wrong and the file would be closed. I find the Tenant's

claim of the Landlord's wrong doing is not proven. I find the Landlord has complied with the Act and regulations with regard to entering the Tenant's rental unit. Further the Landlord looking at the Tenant's open paper work and taking photographs of the unit may not be appropriate but it is not outside of the Landlord's rights therefore; these actions by the Landlord are not grounds to restrict the Landlord's right of entry or to have the locks changed. Consequently I find the Tenant has not established grounds to restrict the Landlord's right of enter or to have the locks changed to the Tenant's rental unit. I dismiss the Tenant's claim to restrict the Landlord's right of entry and to change the locks on the rental unit without leave to reapply.

#### Conclusion

The Tenant's application is dismissed without leave to reapply. .

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: January 26, 2018

---

Residential Tenancy Branch