



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding LOOKOUT HOUSING AND HEALTH SOCIETY  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      LAT

### Introduction

This hearing was convened in response to an application by the tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

- allowing the tenant’s guests to access the rental unit pursuant to section 30 of the *Act*.

Both the tenant and the landlord tenant attended the hearing. The tenant was assisted at the proceedings by her advocate B.B., while the landlord was represented by J.W. and S.M. All parties who attended the hearing were given a full opportunity to be heard, to present testimony, to make submissions and to call witnesses.

Following opening remarks the tenant confirmed that she had failed to serve the landlord with her evidentiary package. As the landlord has not received any evidence from the tenant in support of her application, I find the tenant has failed to serve the landlord in accordance with section 88 *Act* and therefore decline to consider any evidence submitted by the tenant.

### Issue(s) to be Decided

Should the landlord be directed to allow access to the tenant’s guests?

### Background and Evidence

The tenant explained this tenancy began in July 2018. Rent is \$375.00 per month and deposits of \$250.00 (security) and \$187.50 (pet) were paid at the outset of the tenancy and continue to be held by the landlord.

The tenant said she sought an order allowing her guests' access to the rental unit and building. The tenant described a close friend who visited the property several times per day. The tenant said this person assisted her with her various medical issues and described this person as her "support." The tenant said the building was located in downtown Vancouver, the scene of her past traumas, and she described the difficulties she had leaving the building because of these past events and memories. The tenant said she had received multiple warning letters from the landlord directing her to restrict visitations by this friend. She said her friend would often visit her multiple times per day at odd hours because of his work schedule; however, she disputed the content of the landlord's warning letters which she said, had alleged that a second person was living with her in the rental unit. The tenant said she was aware of the single occupancy nature of the premises and understood that she could only have guests staying overnight, seven nights per month.

The landlord confirmed that some concerns had been raised related to the presence of the tenant's friend. The landlord said some past instances of threats and intimidation had been raised to them by other tenants in the building and the landlord suspected that this friend of the tenant was in fact living in the rental unit. In addition, the landlord said a vehicle attributed the tenant's friend was often parked for many days on the property. Furthermore, the landlord noted two pieces of mail in the friend's name had been found in the building. The landlord described a warning letter dated October 22, 2018 wherein the tenant was given fourteen days to comply with the terms of her tenancy agreement, or she faced the landlord issuing a one month notice to end tenancy for cause. The landlord acknowledged that following the issuance of this warning letter that the tenant had been more cooperative and the visits from this friend had been less frequent.

Both parties confirmed that no notices to end tenancy had been issued to the tenant.

### Analysis

Section 30(1) of the *Act* states as follows:

*A landlord must not unreasonably restrict access to residential property by the tenant of a rental unit that is part of the residential property, or a person permitted on the residential property by that tenant.*

After having considered the testimony of all parties in attendance at the hearing, I find that no efforts were made by the landlord to *unreasonably* restrict access to the residential property of the tenant's guest. Both parties acknowledged during the hearing

that steps had been taken by the tenant to ensure that her guest did not remain on the property more than seven nights per month.

The tenant said she wanted to ensure that the landlord would continue to allow her friend to visit her at the apartment. I find that legitimate concerns related to the ongoing presence of this friend in the building were raised by the landlord; however, I note no notices to end tenancy were issued and the landlord explained they were willing to work directly with the tenant to ensure that both parties could continue a harmonious existence. Furthermore, both parties acknowledged at the hearing that steps had been taken to improve the relationship amongst the parties.

I decline to order the landlord's to allow access to the rental unit as I find the parties have amicably resolved the issue amongst themselves. Both parties are reminded to ensure that all portions of the tenancy agreement and *Residential Tenancy Act* are adhered to.

### Conclusion

The tenant's application allowing her guests' access to the rental unit 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: December 10, 2018

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Residential Tenancy Branch