



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes DRI, MNDCT, LRE

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a Monetary Order for damage or compensation under the *Act*, pursuant to section 67;
- an Order that the landlords' right to enter be suspended or restricted, pursuant to section 70; and
- disputation of a rent increase from the landlord, pursuant to section 42.

Both parties attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

As both parties were present during the hearing, service of the landlord's notice of application for dispute resolution was confirmed, in accordance with section 89 of the *Act*.

Preliminary Issue- Severance

Residential Tenancy Branch Rule of Procedure 2.3 states that claims made in an Application for Dispute Resolution must be related to each other. Arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

It is my determination that the priority claim regarding the landlords' right to entry is not sufficiently related to any of the tenant's other claims to warrant that they be heard together.

The tenant's other claims are unrelated in that the basis for them rests largely on facts not germane to the question of whether the tenant is entitled to restrict the landlords'

right of entry. I exercise my discretion to dismiss all of the tenant's claims with leave to reapply except her application to restrict the landlords' right of entry.

Issue to be Decided

1. Is the tenant entitled to an Order that the landlords' right to enter be suspended or restricted, pursuant to section 70 of the *Act*?

Background and Evidence

While I have turned my mind to the documentary evidence and the testimony of both parties, not all details of their respective submissions and arguments are reproduced here. The relevant and important aspects of the tenant's and landlords' claims and my findings are set out below.

Both parties agreed to the following facts. This tenancy began on March 1, 2017 and is currently ongoing. A written tenancy agreement was signed by both parties and a copy was submitted for this application. The subject rental property is a house with an upper and lower suite. The tenant lives in the lower suite.

The tenant testified that she is seeking to restrict the landlords' right of entry to the subject rental property because of two occurrences which left her feeling intimidated. The tenant testified that on May 13, 2019 landlord M.G. knocked on her door and requested to speak with her. The tenant testified that prior to landlord M.G. knocking on her door she had requested that all communications be via e-mail as the parties were in an acrimonious dispute over rent due to the landlords. The tenant testified that she refused to open the door. The tenant testified that there is a hallway between the upper and lower suites and that after she refused to answer the door, landlord M.G. knocked on the door to her unit from the hallway. The tenant testified that she refused to answer that door as well. The tenant alleged that landlord M.G.'s knocking on the door was aggressive.

Landlord M.G. testified that he lives out of town and that while he was in town he wanted to have a calm conversation with the tenant in the hopes of coming to an agreement regarding their dispute. Landlord M.G. testified that he did not knock on the door in an aggressive manner nor did he knock on the door in the hallway after the tenant refused to open the main door to the subject rental property.

The tenant testified that when she moved in the landlords were out of town and that she only met them via on online video chat. The tenant testified that in April of 2017 the landlords were in town and that landlord O.O. wanted to meet her in person but she had an out of town job which prevented it. The tenant testified that after she told landlord O.O. that she was unavailable to meet, she had a client over at the house and landlord O.O. walked into the hallway joining the units and asked to speak with her. The tenant testified that she felt this was inappropriate, especially in front of her client.

Landlord O.O. testified that she was at the subject rental property in April 2017 for an issue unrelated to the tenant and that when she saw that the tenant was home, after previously telling her that she would be away, landlord O.O. went to introduce herself. Landlord O.O. testified that she did not approach the tenant through the hallway but at the tenant's front door.

Analysis

Section 70(1) of the *Act* states that 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*]

Section 70(2) of the *Act* states that 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.

Section 29 of the *Act* states:

- 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).

I find that the tenant has not proved, on a balance of probabilities, that either of the landlords knocked on the door from the hallway adjoining the two suites. I find that the tenant has not alleged that the landlords have entered her suite contrary to section 29 of the *Act*. I find the conduct of the landlords to be reasonable in the circumstances. I find that the landlords did not breach the *Act* by knocking on the tenant's door. I find that the landlords did not breach section 29 of the *Act*; therefore, I dismiss the tenant's application to restrict the landlords' right of entry.

Conclusion

The tenant's application to restrict the landlords' right of entry 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: May 27, 2019

Residential Tenancy Branch