



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CENTURY 21 AMOS REALTY & PROPERTY MANAGHEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute codes LRE LAT MNDC RP RR FF

Introduction

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

- authorization to change the locks and/or to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70;
- a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- an order to the landlord to make repairs to the rental unit pursuant to section 32;
- an order to allow the tenant(s) to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65;
- authorization to recover the filing fee for this application pursuant to section 72.

The hearing was conducted by conference call. All named parties attended the hearing and were given a full opportunity to provide testimony, to present evidence and to make submissions. No issues were raised with respect to the service of the application and respective evidence submissions on file.

At the outset of the hearing, the tenant confirmed that her application with respect to repairs and a rent reduction had been resolved as the landlord began and subsequently completed repair work on the driveway on the same date that she filed the application.

The landlord also mailed a cheque in the amount of \$50.40 to the tenant dated November 21, 2019 to reimburse her for a gate wheel. The tenant had not received the cheque at the time of the hearing. The parties agreed that if the cheque is lost in the mail, the tenant will advise the landlord and after the landlord puts a stop payment on the cheque and notifies the tenant of such, the tenant may deduct this amount from a future rent payment.

The tenant confirmed that the only outstanding issue as her application was a request for and order to change the locks to the rental unit.

Issues

Should an order be issued authorizing the tenant to change the locks to the rental unit?
Is the tenant entitled to recover the filing fee?

Background and Evidence

The tenancy began December 15, 2016 and the current monthly rent is \$1172.00 payable on the 1st day of each month.

The tenant alleges that on June 28, 2019, the landlord B.A. entered the rental unit without notice while she was away shopping. The tenant testified that she noticed the wheel to the entry gate was removed and upon entering her unit she noticed her shower curtains had been moved. The tenant testified that the landlord had cancelled an inspection that had been scheduled a week before and never rescheduled it. The tenant submits that the landlord has never missed an inspection.

The landlord B.A. testified that he or his staff at no time entered the rental unit on the day in question and they would never do so without first providing notice to the tenant as required. B.A. testified that on the date in question he was 100 km out of town attended a wedding. B.A. testified that the rental unit is in a rural area on a free range area and anybody could have moved the entry gate.

Analysis

Section 29 of the Act requires a landlord give at least 24 hour written notice to enter a rental unit.

Pursuant to section 70 of the Act, the director may authorize the tenant to change the locks to the rental unit if satisfied that a landlord may enter other than as authorized under section 29 of the Act.

I find the tenant's claim to be mere speculation and suspicion. The tenant provided insufficient evidence in support of her allegation of illegal entry.

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

As the tenant was not fully successful in this application, I find the tenant is not entitled to recover the filing fee from the landlord.

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: November 28, 2019

Residential Tenancy Branch