



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

LRE, LAT, OLC, MNDCT, FFT

Introduction:

This hearing was convened in response to an Application for Dispute Resolution filed by the Tenant in which the Tenant applied for a monetary Order for money owed or compensation for damage or loss, for an Order requiring the Landlord to comply with the tenancy agreement and/or the *Residential Tenancy Act (Act)*, for authority to change the locks, for an Order restricting or setting conditions on the Landlord's right to enter the rental unit, and to recover the fee for filing this Application for Dispute Resolution.

The Tenant stated that on October 06, 2019 the Dispute Resolution Package was personally served to the Landlord. The Landlord acknowledged receipt of this material.

In October of 2019 the Tenant submitted evidence to the Residential Tenancy Branch. The Tenant stated that all of this evidence was personally served to the Landlord on October 29, 2019. The Landlord acknowledged receiving this evidence and it was accepted as evidence for these proceedings.

On November 04, 2019 the Landlord submitted evidence to the Residential Tenancy Branch. The male Landlord stated that this evidence was personally served to the Tenant on November 04, 2019. The Tenant acknowledged receiving this evidence and it was accepted as evidence for these proceedings.

The parties were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Each party present at the hearing (with the exception of legal counsel) affirmed that they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

All of the evidence submitted by the parties has been reviewed, however it is only referenced in this written decision if it is relevant to my decision.

Preliminary Matter

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure authorizes me to dismiss unrelated disputes contained in a single application.

On the Application for Dispute Resolution, the Tenant has identified several issues in dispute. It is clear from the Application that the primary issue in dispute at these proceedings relates to unauthorized entry to the suite. At these proceedings I will consider whether the Landlord has entered the unit without proper authority and, if so, what remedies are appropriate.

On the Application for Dispute Resolution, the Tenant also refers to “trying to illegally raise rent and evict tenant illegally” and “coercing tenant to help him deceive the city inspections for latent material defects”. I find that these issues are not sufficiently related to the primary issue in dispute and they have, therefore, been severed pursuant to rule 2.3 of the Residential Tenancy Branch Rules of Procedure.

At the hearing the parties were advised that any issues not directly related to improper were being dismissed, with leave to re-apply. The Tenant was advised that she retains the right to seek financial compensation, at a future proceeding, any attempts to unlawfully increase the rent; for any attempts to unlawfully evict the Tenant; and for any attempt to “coercing tenant to help him deceive the city inspections for latent material defects”.

Issue(s) to be Decided:

Is there a need to issue an Order requiring the Landlord to comply with the tenancy agreement and/or the *Residential Tenancy Act (Act)*?

Is there a need to issue an Order restricting or setting conditions on the Landlord’s right to enter the rental unit?

Should the Tenant be granted authority to change the locks?

Is the Tenant entitled to financial compensation because of the Landlord entering the rental unit improperly?

Background and Evidence:

The Landlord and the Tenant agree that this tenancy began on March 01, 2015; that the Landlord lives in the upper portion of the residential complex; and that the Tenant lives in the lower portion of the residential complex.

The Tenant stated that the Landlord entered the rental unit unlawfully on September 13, 2019. In support of this claim the Tenant stated that:

- At approximately 2:22 p.m. on September 13, 2019 she received a text message from the male Landlord, in which he informed her that he was providing her with formal notice that he would be entering the unit the next day at 3:00 p.m.

- She spoke with the male Landlord sometime between 3:00 and 4:00 p.m. on September 13, 2019, at which time she agreed to allow the Landlord's wife to inspect the rental unit later that date;
- The male Landlord and his wife arrived at the rental unit at approximately 7:00 p.m. on September 13, 2019;
- She opened the door to allow the Landlord's wife to enter the unit, and immediately closes the door;
- She did not say anything to the male Landlord when he was at the door, but she shook her head to indicate he could not enter the unit;
- The male Landlord opened the door and entered the rental unit;
- She told the male Landlord he could not enter the unit;
- She told both Landlords that they could not enter her bedroom;
- She did not want them to enter her bedroom because she did not want them to see her personal garments;
- The Landlords inspect the rental unit, with the exception of the bedroom.

In regard to the entry on September 13, 2019 the male Landlord stated that:

- At approximately 2:21 p.m. on September 13, 2019 he sent a text message to the Tenant, in which he informed her that he was providing her with formal notice that he would be entering the unit the next day at 3:00 p.m.
- He had a telephone conversation later that afternoon, at which time the Tenant agreed to allow Landlord to inspect the rental unit later that date, providing he was accompanied by his wife;
- he and his wife arrived at the rental unit at approximately 6:00 p.m. on September 13, 2019;
- The Landlord's wife asked if she and the male Landlord could enter the rental unit;
- The Tenant did not deny the request;
- He and his wife entered the rental unit at the same time;
- The Tenant would not give them permission to enter her bedroom;
- He and his wife inspected the rental unit, with the exception of the bedroom; and
- During the inspection he moved a cardboard box that was in front on the bathroom window.

A copy of the text message that was sent on September 13, 2019. In the text message the Landlord clearly informs the Tenant that he will be entering the unit the following day at 3:00 p.m., for the purpose of inspecting the rental unit.

The Tenant contends that the only reason she agreed to allow the Landlord's wife to enter the rental unit on September 13, 2019 was because she did not want the Landlord to enter the unit on September 14, 2019. She stated that she felt coerced into allowing the wife to enter

because the male Landlord told her that he would be entering the unit against her wishes on September 14, 2019.

The Tenant submitted an audio recording of a telephone call she had with the male Landlord on September 13, 2019 after she received the Landlord's text message about inspecting the rental unit. In this conversation:

- the Tenant asks the Landlord not to inspect the bedroom, which he does not agree to
- the Tenant tells the Landlord that she will agree to the Landlord's wife inspecting the bedroom;
- the Landlord says he will send his wife and that he will not come;
- the agree the wife will come when she returns from work.

In a written submission from the female Landlord, the female Landlord declares that when she and the male Landlord went to the rental unit on September 13, 2019, she asked the Tenant if they both could enter the rental unit and she granted them entry to the unit.

In a written submission from a relative of the Landlords, the relative declared that on September 13, 2019 he heard the Landlords knock on the Tenant's door and ask for entry. He declared that he did not hear anything that would cause him to conclude that there was any conflict with the entry.

In a written submission from a neighbour, the neighbour declared that on September 13, 2019 he heard the Landlords knock on the Tenant's door and he heard the Tenant give them permission to enter the unit.

The Tenant stated that the Landlord attempted to enter the rental unit unlawfully on November 09, 2017. In support of this claim the Tenant stated that:

- she received a text from the Landlord at 12:35 p.m. on November 09, 2017, in which he informed her that he would be entering the rental unit at 1:00 p.m. on November 10, 2017, for the purposes of changing a light bulb and inspecting the rental unit;
- she advised him that she did not give him permission to enter her rental unit;
- on November 10, 2017 the male Landlord sent her a text and advised her that he would be entering the unit in spite of her objections;
- on November 10, 2017 he knocked on the door of her rental unit, although she cannot recall the time;
- she told the Landlord he could not enter; and
- she cannot remember if he entered the unit.

In regard to the notice to enter on November 10, 2017 the male Landlord stated that:

- he sent a text to the Tenant at 12:35 p.m. on November 09, 2017, in which he informed her that he would be entering the rental unit at 1:00 p.m. on November 10, 2017, for the purposes of changing a light bulb and inspecting the rental unit;
- the Tenant advised him that she did not give him permission to enter her rental unit;

- because of the Tenant's objections he did not enter the rental unit on November 10, 2017; and
- he did not knock on her door on November 10, 2017.

The Tenant stated that the Landlord entered the rental unit unlawfully on September 30, 2016. In support of this claim the Tenant stated that:

- sometime in the morning of September 30, 2016 the male Landlord knocked on her door;
- she did not answer the door;
- shortly thereafter the Landlord opened her door and entered the unit;
- she yelled at him from her bedroom;
- she does not know how long he stayed in the unit; and
- she was very frightened by the entry.

In response to the entry on September 30, 2016 the male Landlord stated that:

- at approximately 10:00 a.m. on September 30, 2016 he realized there was not hot water in the residential complex;
- he had never had a problem with the boiler since moving into the residential complex;
- at the time he believed the boiler was located in a closet in the rental unit;
- he has since learned that the boiler is located in the crawl space, which can be accessed with entering the rental unit;
- he knocked on the Tenant's door, but received no answer;
- he opened the door of the rental unit and immediately heard the Tenant yell;
- he immediately closed the door, without entering the rental unit; and
- he understands the Tenant was very disturbed by the incident.

The Tenant stated that a male relative of the Landlord entered the rental unit unlawfully sometime in the summer of 2016. In support of this claim the Tenant stated that:

- this male opened the door between her unit and the Landlord's home;
- the male entered the unit;
- she told the male to leave; and
- the male left without incident.

In response to the entry in the summer of 2016 the male Landlord stated that he does not recall this incident.

The Tenant did not raise any other allegations of an unlawful entry or attempted entry during the hearing; however I recognize that she alleges the Landlord informed her that he would be inspecting the rental unit on October 01, 2019. In one of her written submissions she declares that the Landlord sent her a text on September 17, 2019, in which he "asked" for another inspection.

A copy of a text message, dated September 17, 2019, was submitted in evidence. In this text message the Landlord declares that another inspection will be conducted, although it does not provide a date and time for the inspection.

The Tenant submitted a letter, dated September 21, 2019, in which the Landlord informed the Tenant the rental unit would be inspected on October 01, 2019, although the time of the inspection is not noted.

The parties agree that the rental unit was not inspected on October 01, 2019. The male Landlord stated that he did not proceed with the inspection on the advice of the police.

Analysis:

Section 29 of the *Act* reads:

- (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).

On the basis of the testimony of the parties and the text message submitted in evidence I find that at 2:22 p.m. on September 13, 2019 the male Landlord sent the Tenant a text message in which he informed her that he will be entering the unit on September 14, 2019, for the purpose of inspecting the rental unit.

As the Tenant acknowledged receiving the aforementioned text message at 2:22 p.m. on September 13, 2019, I find that she received written notice of the Landlord's intent to enter the rental unit on September 14, 2019. In determining that the Tenant received the notice, in writing, I was guided, in part, by the definition provided by the Black's Law Dictionary Sixth Edition,

which defines “writing” as “handwriting, typewriting, printing, photostating, and every other means of recording any tangible thing in any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof”. I find that a text message meets the definition of written as defined by Black’s Law Dictionary.

Section 6 of the *Electronics Transactions Act* stipulates that a requirement under law that a person provide information or a record in writing to another person is satisfied if the person provides the information or record in electronic form and the information or record is accessible by the other person in a manner usable for subsequent reference, and capable of being retained by the other person in a manner usable for subsequent reference. As text messages are capable of being retained and used for further reference, I find that a text message can be used by a landlord to provide a tenant with notice of entry.

Section 88 of the *Act* specifies a variety of ways that documents, other than documents referred to in section 89 of the *Act*, must be served. Service by text message or email is not one of methods of serving documents included in section 88 of the *Act*.

Section 71(2)(c) of the *Act* authorizes me to conclude that a document not given or served in accordance with section 88 or 89 of the *Act* is sufficiently given or served for purposes of this *Act*. As the Tenant acknowledged receiving the text message in which the Landlord provided notice of entry and provided it as evidence for these proceedings, I find that the Tenant was sufficiently served with the notice of entry on September 13, 2019.

On the basis of the testimony of the parties and the text message submitted in evidence, I find that the text message complied with section 29(1)(b)(i) of the *Act*, as it declares that the reason for entering in the unit is to conduct an inspection. I find this to be reasonable.

On the basis of the testimony of the parties and the text message submitted in evidence, I find that the text message complied with section 29(1)(b)(ii) of the *Act*, as it declares the entry will be at 3:00 p.m. on September 13, 2019.

As the Tenant acknowledged receiving the text message at 2:22 p.m. on September 13, 2019, which is more than 24 hours before the proposed entry time, I find that the Landlord had the right to enter the rental unit at 3:00 p.m. on September 14, 2019. As the Landlord had the right to enter the rental unit at that date and time, the Tenant did not have the right to prevent the Landlord from inspecting any portion of the unit at that date and time.

I favour the testimony of the Tenant, who stated that during a telephone conversation in the afternoon of September 13, 2019, she gave the Landlord’s wife permission to enter the rental unit later that afternoon, over the testimony of the male Landlord, who stated that in the afternoon of September 13, 2019, the Tenant gave him permission to enter the rental unit later that day, providing he was accompanied by this wife. I favour the testimony of the Tenant in this regard because it is corroborated by the telephone recording that was submitted in evidence.

On the basis of that recording, I find that the Landlord's wife had authority to the rental unit on the afternoon/evening of September 13, 2019, pursuant to section 29(1)(a) of the *Act*. I find that the Landlord did not have authority to enter the rental unit on the afternoon/evening of September 13, 2019, on the basis of the telephone conversation he had with the Tenant on September 13, 2019.

I favour the testimony of the male Landlord, who stated that at approximately 6:00 p.m. on September 13, 2019 he and his wife knocked on the front door of the rental unit; his wife asked for permission to enter; and the Tenant agreed that they both could enter, over the testimony of Tenant, who stated that the Landlord and his wife knocked on her door at approximately 7:00 p.m. on that day; she opened the door to allow the Landlord's wife to enter the unit and immediately closed the door; she did not say anything to the male Landlord when he was at the door, although she shook her head to indicate he could not enter the unit; the male Landlord opened the door and entered the rental unit; and she then told the male Landlord he could not enter the unit.

I favour the testimony of the male Landlord in regard to the actual entry on September 23, 2019, in part, as his testimony is corroborated by his wife and two written statements submitted by a relative and a neighbour. Although I recognize that at least one of the witnesses is biased, the statements lends credibility to his version of events.

I favour the testimony of the male Landlord in regard to the actual entry on September 23, 2019, in part, because the Tenant's testimony regarding this interaction was delivered in a halting manner, with long pauses in between her testimony. This delivery was inconsistent with how she testified at other times, which caused me to believe that she was either unsure of the facts or was fabricating evidence.

In *Bray Holdings Ltd. v. Black* BCSC 738, Victoria Registry, 001815, 3 May, 2000, the court quoted with approval the following from *Faryna v. Chorny* (1951-52), W.W.R. (N.S.) 171 (B.C.C.A.) at p.174:

The credibility of interested witnesses, particularly in cases of conflict of evidence, cannot be gauged solely by the test of whether the personal demeanour of the particular witness carried conviction of the truth. The test must reasonably subject his story to an examination of its consistency with the probabilities that surround the current existing conditions. In short, the real test of the truth of the story of a witness in such a case must be its harmony with the preponderance of the probabilities which a practical and informed person would readily recognize as reasonable in that place and in those conditions.

In the circumstances before me, I find the version of events provided by the Tenant in regard to the actual entry on September 23, 2019 to be unlikely. I find it highly unlikely that the Tenant would say absolutely nothing to the male Landlord before closing the door; that she would have been physically able to close the door after the female Landlord entered and before the male Landlord was able to enter; and that she would not tell the male Landlord he was not permitted

to enter the unit until after he had allegedly opened the door and entered. In my view, her version of events simply seems improbable.

As I favoured the testimony of the male Landlord in regard to the actual entry on September 13, 2019, I find that the Tenant gave him and his wife permission to enter just prior to them entering the rental unit on September 13, 2019. I therefore find that the Landlords had authority to enter the rental unit at that time, pursuant to section 29(1)(a) of the *Act*.

In adjudicating this matter, I have placed no weight on the Tenant's submission that she felt coerced into allowing the Landlord's wife to enter the rental unit. I have listened to the tape of the telephone conversation in which the Tenant made this agreement and I find that both parties communicated in a reasonable, non-threatening manner. Although the male Landlord made it clear that he intended to enter the rental unit on September 14, 2019, I find that he was simply asserting his legal right to enter the unit and does not constitute coercion.

As the Landlords had authority to enter the rental unit when they entered on September 13, 2019, I find that the Tenant is not entitled to any compensation for any inconvenience, stress, or lost income she experienced as a result of that entry.

Even if I have erred in this finding and the Tenant did not give the male Landlord permission to enter just prior to him entering the rental unit on September 13, 2019, I would not grant the Tenant compensation for the entry. In my view the impact of such a breach was inconsequential, as the unit would have been inspected at that time by the female Landlord; the Landlords complied with her request not to enter her bedroom; and the Landlord had the legal right to inspect the entire unit the following day.

For the exact same reasons that were previously outlined, I find that the Tenant was sufficiently served with written notice of the Landlord's intent to enter the unit on November 10, 2017 when she received the text message she acknowledged receiving from the Landlord on November 09, 2017.

On the basis of the testimony of the parties, I find that the text message complied with section 29(1)(b)(i) of the *Act*, as it declares that the reason for entering in the unit is to conduct an inspection and to change a light bulb. I find this to be reasonable.

On the basis of the testimony of the parties and the text message submitted in evidence, I find that the text message complied with section 29(1)(b)(ii) of the *Act*, as it declares the entry will be at 1:00 p.m. on November 10, 2017. As the Tenant acknowledged receiving the text message at 12:35 p.m. on November 09, 2017, which is more than 24 hours before the proposed entry time, I find that the Landlord had the right to enter the rental unit at 1:00 p.m. on November 10, 2017, pursuant to section 29(1)(b) of the *Act*.

As the Landlord did not enter, or attempt to enter, the rental unit on November 10, 2017, in spite of his legal right to do so, I find that the Tenant is not entitled to financial compensation for any inconveniences, stress, or lost income related to service of this notice to enter. Even if the Tenant lost income as a result of this scheduled inspection, the Landlord is not obligated to compensate the Tenant for that loss as she could have allowed the inspection to proceed in her absence or asked a third party to represent her at the inspection.

Even if I accepted that a malfunctioning boiler that results in a loss of hot water is an emergency situation, for which a landlord has the right to enter a rental unit pursuant to section 29(1)(f) of the *Act*, I would not conclude that the Landlord had the right to enter the unit on September 30, 2016 pursuant to section 29(1)(f) of the *Act*. In reaching this conclusion I was heavily influenced by the undisputed evidence that the Landlord did not need to enter the unit to repair the boiler, as the boiler was located in a different part of the complex.

Although I accept that the Landlord mistakenly believed, at the time of entry, that the boiler was located in the rental unit, the fact remains that it was not. Although I do not believe that the Landlord entered the rental unit with any malice, I accept that the Tenant was very disturbed by the incident and that it breached her right to the quiet enjoyment of the rental unit, for which the Tenant is entitled to compensation of \$300.00. Compensation for loss of quiet enjoyment is highly subjective and this award is based on my professional opinion of how this incident affected the Tenant's overall ability to enjoy the peace and quiet of her rental unit. Compensation is not being awarded for lost income as there is no evidence the Tenant suffered lost income as a result of this incident.

On the basis of the undisputed testimony of the Tenant, I find that a male relative of the Landlord entered the rental unit sometime in the summer of 2016 and that he left after being told to do so by the Tenant. As the Landlord does not recall the incident and the Tenant does not know why the male entered her rental unit, I find that there is insufficient evidence to conclude that the male entered at the request or behalf of the Landlord.

Section 29 of the *Act* restricts a landlord and/or a landlord's agent's right to enter a rental unit. It does not govern the actions of a guest of the landlord who enters the rental unit, either intentionally or unintentionally. I therefore cannot conclude that the Landlord breached section 29 of the *Act* when a relative entered the unit in the summer of 2016.

A landlord could be held liable for breaching a tenant's right to the quiet enjoyment of the rental unit if the landlord was aware of a relative repeatedly entering a rental unit without permission from a tenant and the landlord did not take reasonable measures to prevent the entry. In these circumstances, however, the Tenant submitted insufficient evidence to establish that the relative entered on more than one occasion; that the Landlord was even aware of the entry at the time it occurred; and/or that the Landlord did not take reasonable steps to prevent a repeat of the incident.

As there is insufficient evidence to establish that the Landlord did not take reasonable steps to protect the Tenant's right to quiet enjoyment in regard to a third party entering her rental unit, I find that the Tenant is not entitled to compensation for the entry that occurred in the summer of 2016.

On the basis of the documentary evidence submitted I find that the Tenant received a letter, dated September 21, 2019, in which the Landlord informed her that he would be entering the rental unit, for the purposes of an inspection, on October 01, 2019. I note that this letter did not provide the Tenant with a time for the inspection.

I can find no evidence to establish that the Landlord provided notice of a time and date for an inspection, by text message, on September 17, 2019.

On the basis of the documentary evidence submitted I find that the letter of September 21, 2019 complied with section 29(1)(b)(i) of the *Act*, as it declared that the reason for entering in the unit was to conduct an inspection. Although this inspection was to be conducted less than a month after the inspection of September 13, 2019, I find a second inspection was reasonable, as the Landlord did not inspect the entire unit on September 13, 2019.

On the basis of the documentary evidence submitted, I find that the letter did not fully comply with section 29(1)(b)(ii) of the *Act*, as it does not declare the time of entry on October 01, 2019. I find this breach to be largely inconsequential however, as the parties discussed the entry at length, and I am certain they could have reached a mutually agreeable time of entry if the Tenant was not objecting to the entry.

In spite of the fact the letter of September 21, 2019 did not specify the time of entry on October 01, 2019, I find that the Landlord had the right to enter the unit on that date, providing the parties agreed upon a time of entry.

As the Landlord did not enter, or attempt to enter, the rental unit on October 01, 2019, in spite of his legal right to do so had the parties clarified a time of entry, I find that the Tenant is not entitled to financial compensation for any inconveniences, stress, or lost income related to service of this notice to enter. Even if the Tenant lost income as a result of this scheduled inspection, the Landlord is not obligated to compensate the Tenant for that loss as she could have allowed the inspection to proceed in her absence or asked a third party to represent her at the inspection.

In considering the claim for financial compensation I find it reasonable not to grant compensation for any of the inspections that did not proceed, in spite of notice of entry being served. I have not granted compensation for service of the notices, in large part, because the Tenant was clearly objecting to the proposed entry, even though she did not have the right to do so.

To provide some clarity and stability to this tenancy, I hereby Order that the Landlord may only enter the rental unit in accordance with the following sections:

- Section 29(1)(b) of the Act, which stipulates that a landlord must not enter a rental unit unless at least 24 hours and not more than 30 days before the entry, the landlord gives the tenant written notice that includes the purpose for entering, which must be reasonable and the date and the time of the entry, which must be between 8 a.m. and 9 p.m., unless the tenant otherwise agrees;
- Section 29(1)(d) of the Act, which stipulates that a landlord must not enter a rental unit unless the landlord has an order of the director authorizing the entry;
- Section 29(1)(e) of the Act, which stipulates that a landlord must not enter a rental unit unless the tenant has abandoned the rental unit; and
- Section 29(1)(f) of the Act, which stipulates that a landlord must not enter a rental unit unless an emergency exists and the entry is necessary to protect life or property.

I specifically PROHIBIT the Landlord from entering this rental unit, pursuant to section 29(1)(a) of the Act, which gives a landlord authority to enter a rental unit if the tenant gives permission at the time of the entry or not more than 30 days before the entry. As these parties have demonstrated difficulty communicating, this restriction is being placed on the Landlord in an attempt to ensure there are no future misunderstandings.

I also prohibit the Landlord from entering this rental unit, pursuant to section 29(1)(c) of the Act, as the Landlord does not provide housekeeping or related services.

To provide further clarity and stability to this tenancy, I hereby Order the Landlord to serve any written notice to enter the rental unit in accordance with section 88 of the Act.

Section 88 of the Act reads:

88 All documents, other than those referred to in section 89 [*special rules for certain documents*],

that are required or permitted under this Act to be given to or served on a person must be given or

served in one of the following ways:

(a) by leaving a copy with the person;

(b) if the person is a landlord, by leaving a copy with an agent of the landlord;

(c) by sending a copy by ordinary mail or registered mail to the address at which the person resides

or, if the person is a landlord, to the address at which the person carries on business as a landlord;

(d) if the person is a tenant, by sending a copy by ordinary mail or registered mail to a forwarding

address provided by the tenant;

(e) by leaving a copy at the person's residence with an adult who apparently resides with the person;

- (f) by leaving a copy in a mailbox or mail slot for the address at which the person resides or, if the person is a landlord, for the address at which the person carries on business as a landlord;
- (g) by attaching a copy to a door or other conspicuous place at the address at which the person resides or, if the person is a landlord, at the address at which the person carries on business as a landlord;
- (h) by transmitting a copy to a fax number provided as an address for service by the person to be served;
- (i) as ordered by the director under section 71 (1) [*director's orders: delivery and service of documents*];
- (j) by any other means of service prescribed in the regulations.

To provide further clarity and stability to this tenancy the parties are hereby advised that if the Tenant is served with notice to enter the rental unit that complies with all of the aforementioned Orders, THE LANDLORD HAS THE RIGHT TO ENTER ANY PORTION OF THE RENTAL UNIT AT THE TIME AND DATE ON THE NOTICE. The Landlord has the right to enter the unit at that time and date even if the Tenant objects to the entry or if the Tenant is not home.

To provide further clarity and stability to this tenancy the parties are hereby advised that the Tenant has the right to be present at the time of the entry or to have a third-party present at the time of entry, even if the purpose of the entry is to show the rental unit to a potential purchaser or renter.

To provide further clarity and stability to this tenancy the parties are hereby advised that the Landlord has the right to move items, such as cardboard box, if that action is reasonable to conduct a reasonable inspection of the rental unit.

To provide further clarity and stability to this tenancy the parties are hereby advised that the Landlord has the right to inspect the rental unit on a MONTHLY BASIS, providing proper notice is provided.

I find that there is insufficient reason to grant the Tenant's application for permission to change the locks, as I am satisfied the Tenant's right to privacy will be protected by the aforementioned Orders. To provide stability to this tenancy, however, the Landlord is hereby Ordered to install a lock on the door between the rental unit and the Landlord's home WHICH CAN BE LOCKED FROM INSIDE THE RENTAL UNIT. This lock must be installed prior to December 31, 2019. The Landlord has the right to retain a key to the lock. This Order is being issued to prevent the Landlord and/or his guest from accidentally entering the rental unit.

I find that the Tenant's Application for Dispute Resolution has some merit and that the Tenant is entitled to recover the fee paid to file this Application.

Conclusion:

The Tenant has established a monetary claim of \$400.00, which includes compensation for breach of quiet enjoyment, in the amount of \$300.00, and \$100.00 for the cost of filing this Application for Dispute Resolution, and I am issuing a monetary Order in that amount. In the event that the Landlord does not voluntarily comply with this Order, it may be filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

In the event the Landlord does not voluntarily comply with this Order and the Tenant does not wish to enforce it through Province of British Columbia Small Claims Court, the Tenant has the right to reduce one rent payment by \$400.00, pursuant to section 72(2) of the *Act*.

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 15, 2019

Residential Tenancy Branch