



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding RA AN ENTERPRISES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, AAT, LAT, OLC, RP, PSF, LRE, MNDCT, RR

Introduction

This hearing convened as a result of a Tenant's Application for Dispute Resolution, filed on January 10, 2020, wherein the Tenant sought the following relief:

- an Order canceling a 1 Month Notice to End Tenancy for Cause issued on December 27, 2019 (the "Notice");
- an Order that the Tenant or their guests have access to the rental unit;
- an Order that the Tenant be permitted to change the locks on the rental unit;
- an Order that the Landlord:
 - comply with the *Residential Tenancy Act*, the *Residential Tenancy Regulation*, or the tenancy agreement;
 - make repairs to the rental unit;
 - provide services or facilities required by law; and,
 - be restricted from entering the rental unit.
- a Monetary Order for
 - damage or loss; and,
 - authority to deduct the cost of repairs, services or facilities from the rent.

The hearing of the Tenant's Application was conducted by teleconference on March 16, 2020 and May 14, 2020. Both parties called into the hearings and were given a full opportunity to be heard, to present their evidence orally and in written and documentary form and make submissions to me. On the second day of the hearing on May 14, 2020, the Tenant's roommate, W.H., also called into the hearing.

Interim Decision

As noted, the matter did not complete within the one hour scheduled hearing time on March 16, 2020. By Interim Decision the hearing was adjourned. The following portions of my Interim Decision are relevant to this my final Decision:

...In terms of the Notice, the Landlord testified that the most important issue in this tenancy was the Tenant's placement of a lock on a door the Landlord characterized as a "fire door". The Tenant testified that this door leads to her kitchen and bathroom, which she shares with her roommate. The Landlord confirmed the door separated these common areas from the hallway, and that without a lock third parties would have unimpeded access to these common areas.

The Landlord provided documentation in evidence from the fire inspector. That document was not readable. The Tenant also alleged the Landlord altered the document. The Tenant testified that she spoke to the fire inspector and he confirmed that the door separating the hallway from her suite was not a "fire door" as alleged by the Landlord.

Rules 7.8 and 7.9 provide me the authority to adjourn these proceedings and read as follows:

7.8 Adjournment after the dispute resolution hearing begins

At any time after the dispute resolution hearing begins, the arbitrator may adjourn the dispute resolution hearing to another time.

A party or a party's agent may request that a hearing be adjourned.

The arbitrator will determine whether the circumstances warrant the adjournment of the hearing.

7.9 Criteria for granting an adjournment

Without restricting the authority of the arbitrator to consider other factors, the arbitrator will consider the following when allowing or disallowing a party's request for an adjournment:

- the oral or written submissions of the parties;
- the likelihood of the adjournment resulting in a resolution;
- the degree to which the need for the adjournment arises out of the intentional actions or neglect of the party seeking the adjournment;
- whether the adjournment is required to provide a fair opportunity for a party to be heard; and
- the possible prejudice to each party.

I find that an adjournment of this matter is required. The hearing will reconvene at the date and time set out in the attached Notice of Adjourned Hearing.

I confirm I made the following Orders during the hearing on March 16, 2020.

1. By no later than 9:00 a.m. on March 19, 2020, the Tenant shall provide the Landlord with two keys to the lock on the suite entrance door.
2. By no later than 4:00 p.m. on March 30, 2020, the Landlord shall upload a copy of the floor plan for the rental building as well as the floor plan for the rental unit.
3. The Landlord shall request the local Fire Inspector to reinspect the doors at the rental building and in particular inspect the doors separating the hallway from the rental units' common areas including the suites' kitchen and bathrooms.
4. The Landlord shall ensure the attendance of author of the Fire Inspection Order, signed January 23, 2019, at the continuation of this hearing. The Landlord shall provide a copy of the Fire Inspection Order signed January 23, 2019 to the author to facilitate the author providing oral testimony as to the contents of this document.

Save and except for the above, and pursuant to section 64 of the *Act*, I Order that neither party submit any further evidence in respect of this adjourned application...

Preliminary Matter—Evidence

The parties agreed that all evidence that each party provided had been exchanged. I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, not all details of the respective submissions and or arguments are reproduced here; further, only the evidence relevant to the issues and findings in this matter *and* specifically referenced by the parties are described in this Decision.

In terms of my Interim Order, the Landlord provided a copy of a hand drawn floor plan as required.

The Landlord failed to ensure the attendance of the author of the Fire Inspection Order, signed January 23, 2019, at the continuation of the hearing. The Landlord's representatives indicated that the author refused to attend the hearing as it was a "civil matter". As such, the author was not available to answer questions as to the contents of the January 23, 2019 document.

Preliminary Matter—Issues to be Decided

As noted in my Interim Decision, I found that the priority claim before me was the validity of the Notice. I find that this claim is not sufficiently related to the Tenant's monetary claim; accordingly, I exercise my discretion and dismiss the Tenant's monetary claim with leave to reapply.

Issues to be Decided

1. Should the Notice be cancelled?
2. Is the Tenant entitled to an Order that the Tenant or their guests have access to the rental unit?
3. Is the Tenant entitled to an Order that the Tenant be permitted to change the locks on the rental unit?
4. Is the Tenant entitled to an Order that the Landlord:
 - a. comply with the *Residential Tenancy Act*, the *Residential Tenancy Regulation*, or the tenancy agreement;
 - b. make repairs to the rental unit;
 - c. provide services or facilities required by law; and,
 - d. be restricted from entering the rental unit?

Background and Evidence

Residential Tenancy Branch Rules of Procedure—Rule 6.6 provides that when a tenant applies to cancel a notice to end tenancy the landlord must present their evidence first as it is the landlord who bears the burden of proving (on a balance of probabilities) the reasons for ending the tenancy. Consequently, even though the Tenant applied for dispute resolution and is the Applicant, the Landlord presented their evidence first.

The Landlord's Manager, S.B., testified as follows. She confirmed that she is the Landlord's daughter. The Landlord owns the rental building which has four separate units.

S.B. stated that this tenancy began February 1, 2006. The monthly rent is \$464.30.

S.B. stated that the Landlord has issued five notices to end tenancy to this Tenant in a year. She stated that other notices do not relate to the current issues.

S.B. confirmed that she signed the Notice. She also confirmed that she provided the Notice to the Tenant's roommate, W.H. S.B. further stated that the Notice included an attached typed document which provided the following additional details:

1. Tenant smoking inside residence
2. Possible tampering of private property by tenant (hallway camera)
3. Tenant using front door which is against building rules. Have footage on camera.
4. Having bicycle on property and inside residence—not allowed as stated on signed contract
5. Tenant has been extremely aggressive, abusive and interfered with us correcting situation to be in compliance with fire order.

The Landlord provided a copy of the tenancy agreement in evidence which provides as follows:

5. Smoking is allowed on the balcony on the back porch only. NO smoking in the rooms!! Anyone smoking in the rooms is libel to a 3-day eviction.

S.B. stated that the Tenants are not permitted to smoke within 12 feet from any door or window. She stated that they posted a note on the back door for all the Tenants "at the time." S.B. stated that they did not have a copy of this notice nor could she say when this occurred.

In her Application, the Tenant writes that she does not smoke. In response S.B. stated that for the past 12 years she has personally seen the Tenant smoke. She said that the last time was in early March 2020 when she saw the Tenant smoking at the back of her place of employment. S.B. stated that she has also observed the Tenant smoke at the back of the rental building She stated that it was "a few months ago" in the daytime although she could not specify the day. She confirmed the Tenant was smoking where everyone else smokes to be away from the doors and windows. S.B. stated that she believes the Tenant smokes inside the residence by the smell.

S.B. testified that they believe the Tenant tampered with the hallway camera. She stated that this happened right around the time they believe the Tenant was putting a lock on the hallway door, which the Landlord says is a fire door and cannot be locked.

S.B. stated that the most significant reason for issuing the Notice is that the Tenant is “breaking the fire inspection orders”. In this respect, S.B. stated that there is a hallway door, which you enter to get to the rental unit, upon which the Tenant has placed a lock. S.B. claimed that the fire inspector informed the Landlord that the lock has to come off. After the Landlord removed it, the Tenant then put a lock back on.

The Notice also indicated that the Tenant was using the front door. In this regard, S.B. stated that “it has always been the rule that the Tenants use the back door, not the front” door, and that this was a rule created by her father.

S.B. also noted that there are no bicycles allowed in the rental unit and claimed the Tenant has been bringing her bike into the building.

S.B. stated that on March 4, 2020 a tradesman came into the rental unit to do some work and he was bringing in some floor tile building materials. S.B. claimed that the Tenant blocked his access with her bike and would not let him pass. S.B. was present and the Tenant told this man that she would not let him by.

In response to the Landlord’s claims the Tenant admitted that she put a lock on the door which separates the hallway from the suite she shares with W.H. She stated that she spoke to the inspector and he confirmed that it wasn’t a fire door. She stated that her justification for putting a lock on this door is because this door is her entry door to the suite where the kitchen and bathroom is, and the area she shares with her roommate, W.H. as well as their bedrooms. The Tenant confirmed that W.H. also uses the “suite entrance door” and W.H. has a key. The Tenant confirmed that initially she did not give the Landlord a key as the Landlord does not respect their privacy and just walks into their shared suite.

The Tenant stated that the lock and access to their rental unit has been a long-standing issue as the door was locked for many years, and then on January 28, 2019 the Landlord removed the lock. The Tenant stated that she then put the lock back on in June of 2019. The Tenant testified that she has tried many times to talk to the Landlord about it because not having the door secured allows anyone to enter her rental unit which is a safety concern.

The Tenant claimed that the Landlord is merely looking for a reason to evict her as they have not taken the other locks off the other shared suite in the rental building. She also noted that the Landlord has issued numerous notices to end tenancy and the Tenant believes she is just trying to evict her so they can raise the rent.

During the initial hearing, the Tenant stated that the fire inspector did not tell her to remove the lock. She also alleged the Landlord tampered with the inspection report which was submitted in evidence.

When the hearing reconvened on May 14, 2020, the Tenant confirmed that she provided the Landlord with a key to the lock three days after the hearing. She stated that she could only afford to give the Landlord one key, as she could not afford to buy toilet paper and two keys as the cost of toilet paper had increased significantly due to the COVID-19 pandemic.

The Tenant also confirmed that pursuant to my Interim Decision, the Fire Chief came to the rental property at 3:30 p.m. on March 19, 2020. She stated that he came after her email request of March 18, 2020. The Tenant claimed that the Fire Chief told her that he wasn't going to make any remarks about the January 23, 2020 "Order" submitted in evidence by the Landlord, but he would give information on what he saw at the rental unit. The Tenant testified that he informed her that the lock was perfectly fine. The Tenant further stated that the Fire Chief was informed that the Landlord told the prior inspector that the lock was a "double cylinder lock" which requires a key on both sides. He stated that the thumb turn single cylinder lock, which is on the door, is perfectly fine.

In response to the Landlord's claim that the Tenant "tampered with the hallway camera" the Tenant stated that she did not do this, and she does not know what S.B. was talking about.

In response to the Landlord's claim that the Tenant uses the front door, the Tenant stated that she asked the Landlord why they aren't supposed to use the front door and the Landlord simply responded, "that's the way it always has been".

In response to the Landlord's claim that the Tenant brings her bike in the rental unit, the Tenant says that she has had a bike for 14 years and over 10 years ago the owner told her that it was okay for her to bring her bike upstairs, provided that she not bang up the walls. She confirmed that she is very careful and does not bang up the walls as requested. The Tenant also noted that she is permitted to have one bike on the property and she only has one bike.

In response to the Landlord's claim that she was abusive or aggressive, the Tenant denied these allegations. The Tenant stated that on December 27, 2019 the Landlord came to the unit with the police and the locksmith. She Tenant stated that she showed

the police her emails to the fire inspector and the police told her she was fine and didn't take their lock with them.

The Tenant also called her roommate, W.H., as a witness. He confirmed that he has a separate tenancy agreement but shares a kitchen and bathroom with the Tenant. He also stated that he has lived in the rental unit for approximately 15 years.

W.H. stated that without a lock on the door, anyone can open the hallway door and have access to their kitchen and shared common areas. W.H. also stated that when he first moved in there was a lock on the hallway door. He stated that approximately one year ago the Landlord removed the lock.

W.H. testified that he was present on March 18, 2020, when he and the Tenant spoke to the Assistant Fire Chief. W.H. stated that the Assistant Fire Chief informed them that the Landlord, S.B., told the previous fire inspector that the lock was a double cylinder lock. W.H. stated that this is not true as the lock is a single cylinder lock with a thumb turn.

In reply to the Tenants' submissions, S.B. confirmed that she received a call from the Deputy Fire Chief, Mr. V., who informed her that the Tenant had called and he had already attended the rental unit. She denied telling the previous inspector that the lock was a double cylinder lock. She also confirmed Mr. V. would not attend the hearing.

Analysis

Ending a tenancy is a significant request and must only be done in accordance with the Residential Tenancy Act.

A Landlord who has cause to end a tenancy may do so in accordance with section 47 which reads in part as follows:

47 (1)A landlord may end a tenancy by giving notice to end the tenancy if one or more of the following applies:

- (a)the tenant does not pay the security deposit or pet damage deposit within 30 days of the date it is required to be paid under the tenancy agreement;
- (b)the tenant is repeatedly late paying rent;
- (c)there are an unreasonable number of occupants in a rental unit;

(d)the tenant or a person permitted on the residential property by the tenant has

(i)significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property,

(ii)seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, or

(iii)put the landlord's property at significant risk;

(e)the tenant or a person permitted on the residential property by the tenant has engaged in illegal activity that

(i)has caused or is likely to cause damage to the landlord's property,

(ii)has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property, or

(iii)has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;

(f)the tenant or a person permitted on the residential property by the tenant has caused extraordinary damage to a rental unit or residential property;

(g)the tenant does not repair damage to the rental unit or other residential property, as required under section 32 (3) [*obligations to repair and maintain*], within a reasonable time;

(h)the tenant

(i)has failed to comply with a material term, and

(ii)has not corrected the situation within a reasonable time after the landlord gives written notice to do so;

(i)the tenant purports to assign the tenancy agreement or sublet the rental unit without first obtaining the landlord's written consent as required by section 34 [*assignment and subletting*];

(j)the tenant knowingly gives false information about the residential property to a prospective tenant or purchaser viewing the residential property;

(k)the rental unit must be vacated to comply with an order of a federal, British Columbia, regional or municipal government authority;

(l)the tenant has not complied with an order of the director within 30 days of the later of the following dates:

(i)the date the tenant receives the order;

(ii)the date specified in the order for the tenant to comply with the order.

In this case, the Landlord issued the Notice for the following reasons which are provided for in section 47(d) above:

- The Tenant or a person permitted on the property by the tenant has
 - significantly interfered with or unreasonably disturbed another occupant or the landlord;
 - seriously jeopardized the health or safety or lawful right of another occupant or the landlord; and/or
 - put the landlord's property at significant risk.

The Notice included the following additional allegations:

1. Tenant smoking inside residence
2. Possible tampering of private property by tenant (hallway camera)
3. Tenant using front door which is against building rules. Have footage on camera.
4. Having bicycle on property and inside residence—not allowed as stated on signed contract
5. Tenant has been extremely aggressive, abusive and interfered with us correcting situation to be in compliance with fire order.

In support of their claim that the Tenant is smoking inside of the residence S.B. testified that she has seen the Tenant smoke outside the rental building and insider her unit as she believes the rental unit smells of cigarette smoke. The Tenant adamantly denied smoking in the rental unit and claimed she does not smoke.

As noted previously, the Landlord bears the burden of proving the reasons for issuing the Notice on a balance of probabilities. While it is often the case that the parties' testimony will conflict, without corroborating evidence, I am unable to prefer the Landlord's testimony over the Tenants. As such, I find the Landlord has failed to provide sufficient proof that the Tenant smokes inside the rental unit.

The Landlord alleged the Tenant "possibly tampered" the hallway camera. The Tenant also denies this allegation. Again, the Landlord failed to provide any documentary or other supporting evidence to corroborate this allegation. I therefore find the Landlord has submitted insufficient proof to support a finding that the Tenant tampered with the hallway camera.

The Landlord also seeks to end the tenancy on the basis that the Tenant uses the front door. In terms of the reasons for this rule, S.B. stated that her father insisted on this when the tenancy began and that this is the way that it has always been.

The use of the words *significantly*, *unreasonably*, *seriously*, and *significant* in section 47(d) of the *Act* indicate the evidentiary burden a Landlord must reach when asking to end a tenancy for cause. Even in the event I was provided a valid reason for this prohibition, which I was not, I find no basis whatsoever to support the Landlord's request that this tenancy end due to the Tenant using the front door. I find the Tenant should be permitted to use the front door to the rental building, as this historical prohibition is unjustified and unreasonable. I find this prohibition to be of no force and effect.

The Landlord also alleges that the Tenant has a bike in her rental unit contrary to the terms of her tenancy agreement. The Tenant testified that she has had a bike for 14 years and has been storing it in her rental unit for more than 10 years. She further stated that her original Landlord, S.B.'s father, told her she could have her bike in her unit provided that she was careful not to damage the walls.

Again, the Landlord must show that a Tenant is putting the property at *significant risk* to end a tenancy for cause. I accept the Tenant's testimony that she has had a bike for 14 years and has been storing it for 10 in her rental unit. I am not satisfied that in doing so she is putting the Landlord's property at significant risk or that this justifies ending her tenancy. I find the Tenant has been permitted to store her bike within her rental unit, and that any term in the tenancy agreement which prohibits her from doing so to be of no force and effect.

The final allegation, that the Tenant has prevented the Landlord from complying with an order of the fire inspector, and was aggressive and interfering, occupied most of the hearing time.

As noted in my Interim Decision, the Fire Order was not readable. The Tenant also alleged the Landlord had altered this document. As the authenticity of this document was at issue, I specifically asked that the Landlord ensure the author attended the hearing. Absent the ability to question the author as to the contents of the Order, I give this document no evidentiary weight.

Both parties provided me testimony as to what representatives of the fire department told them. Although hearsay evidence is permitted at hearings before the Residential Tenancy Branch, I find this evidence to be of limited probative value due to the gross disparity between the Landlord's and Tenant's versions of what was said, as well as the inescapable likelihood they heard what they wanted to hear and disregarded all else.

I therefore find the Landlord has failed to prove the Tenant thwarted their ability to follow a "Fire Order".

In this case the Landlord alleged the Tenant locked a fire door. The Tenant testified that the door is not a fire door, but an hallway entry door which separates her bedroom, the shared kitchen, bathroom and common areas as well as W.H.'s bedroom from third parties. W.H. also confirmed this door provides security as it prevents third parties from entering their shared space. I accept their testimony in this regard.

The Landlord provided me a hand drawn floor plan which confirms this hallway door separates the Tenant and W.H.'s kitchen, living room, bathroom and shared living spaces from the hallway. Based on the evidence before me, and the testimony of the Tenant and her roommate, W.H., (which I accept) I find that to have this hallway door open would leave the Tenant and her roommate accessible to third parties and strangers. It is inconceivable the Tenant and he roommate should accept this risk.

While it is the case that in some single room occupancy dwellings the Tenants have locks on their personal bedrooms but more open access to shared spaces; however, in those cases, the Landlord will generally provide additional security in the form of a door person, fob entry to the building itself, or security personnel. In this case, I am satisfied that it is unreasonable for the hallway door separating the Tenant and W.H.'s shared living space to be unlocked.

I also accept the Tenant's testimony that she has provided the Landlord a key and that the door is a single cylinder lock which does not require a key from the inside. I also accept her testimony that she did not initially provide the Landlord with a key as the Landlord does not respect the Tenant's privacy in this area.

I do not accept the Landlord's submissions that the Tenant was extremely aggressive and abusive and interfered with the Landlord's attempt to comply with a fire order. As noted, I am not satisfied the Landlord was ordered to remove the lock from the hallway door separating the Tenant and W.H.'s bedrooms and shared space from others. I find the Landlord has submitted insufficient evidence to support a finding that the Tenant

was extremely aggressive or abusive; understandably she was upset when the lock was removed as this provided third parties with unimpeded access to her rental unit.

In all the circumstances, I find the Landlord has failed to prove the reasons for issuing the Notice. I am not satisfied the Tenant *significantly* interfered with or *unreasonably* disturbed another occupant or the landlord. I am also not satisfied the Tenant *seriously* jeopardized the health or safety or lawful right of another occupant or the landlord. And finally, I am not satisfied the Landlord has proved that the Tenant put the Landlord's property at *significant* risk. As such, **the Tenant's request to cancel the Notice is granted. The tenancy shall continue until ended in accordance with the Act.**

The Landlord's representative admitted to issuing six notices to end tenancy to this Tenant. The Landlord's representative is reminded that such behaviour could be construed as violating the Tenant's right to quiet enjoyment as protected by section 28 of the *Act*. Further, the Landlord is cautioned that repeatedly issuing meritless notices to end tenancy may attract administrative penalties pursuant to part 5.1 of the *Act*.

In terms of the balance of the Tenant's claim, I find as follows.

I find the Tenant and her guests are entitled to an Order that they be able to access the rental unit from the front door. As noted, I was not provided any justification from the Landlord in terms of this historical prohibition. **I therefore Order the Landlord to provide the Tenant with a key to the front door lock by no later than June 1, 2020.**

I am satisfied the Tenant has been able to bring her bike into the rental building for a number of years. I find the Landlord has permitted her to do so and is therefore estopped from relying on the strict terms of the tenancy agreement with respect to any prohibition against the Tenant bringing her bike into the rental building.

The evidence before me is that the Tenant changed the lock on the hallway door to the suite she shares with W.H. and provided a key to the Landlord. I find the area which the Tenant shares with W.H. to be part of the Tenant and W.H.'s rental unit. As such, I make the following additional orders.

1. Pursuant to sections 62(3), 28, and 29,
 - a. the Landlord shall not remove the lock on the hallway door to the Tenant and W.H.'s shared living areas, including but not limited to, their bedrooms, living room, and kitchen area; and,

- b. the Tenant and W.H. are entitled to exclusive possession and a reasonable expectation of privacy of those shared living areas, including but not limited to, their bedrooms, living room, and kitchen areas, and the Landlord shall not enter those areas except in accordance with section 29 of the *Act*.

The parties are reminded that a Landlord's right to enter the rental unit pursuant to section 29 of the *Act* has been limited during the current State of Emergency. Currently, and to encourage physical distancing and to minimize the transmission of COVID-19, a landlord may not enter the rental unit without the consent of the tenant (even if proper notice has been served) unless there is a risk to personal property or life. For greater clarity I reproduce the relevant portions of *Ministerial Order No. M089, Residential Tenancy (Covid-19), Order of the Minister of Public Safety and Solicitor General*, under the *Emergency Program Act*, which came into effect March 30, 2020, and reads in part as follows:

Landlord's right to enter rental unit – *Residential Tenancy Act*

- 8 (1) Despite section 29 (1) (b) of the *Residential Tenancy Act* and sections 11 (2) (a) and (3) of the Schedule to the *Residential Tenancy Regulation*, a landlord must not enter a rental unit that is subject to a tenancy agreement even if the landlord gave the tenant written notice in accordance with those sections that the landlord would be entering the rental unit.
- (2) If a landlord gave written notice under section 29 (1) (b) of the *Residential Tenancy Act* before the date of this order, and the date for entering the rental unit given in the notice increase is after the date of this order, that notice is null and void.
- (3) Despite any section of the *Residential Tenancy Act*, the *Residential Tenancy Regulation* or any term of a tenancy agreement that limits entry by a landlord into a rental unit that is subject to a tenancy agreement, a landlord may enter a rental unit that is subject to a tenancy agreement if the following applies:
 - (a) an emergency in relation to the COVID-19 pandemic exists, and
 - (b) the entry is necessary to protect the health, safety or welfare of the landlord, a tenant, an occupant, a guest or the public.

Due to time constraints the Tenant was unable to provide submissions regarding her request for an Order that the Landlord make repairs to the rental unit and provide

services or facilities as required by law; as such, I dismiss those claims with leave to reapply.

Conclusion

The Tenant's request for an Order that the Notice be cancelled is granted. The tenancy shall continue until ended in accordance with the *Act*.

The Tenant's request for an Order that the Tenant or their guests have access to the rental unit as it pertains to the front door is granted. The Landlord must provide the Tenant with a key to this door by no later than June 1, 2020. Further, the Tenant is permitted to bring her bike into the rental building.

The Tenant's request for an Order pursuant to section 31(3) is granted. The Tenant is authorized to place a lock on the hallway door which separates her rental unit and the area she shares with W.H. from third parties. The Tenant must ensure the Landlord has a current key to this lock at all times.

The Tenant's request for an Order pursuant to sections 62(3) and 29 of the *Act* is granted. The Tenant and W.H. are entitled to exclusive possession and a reasonable expectation of privacy of their shared living areas, including but not limited to, their bedrooms, living room, and kitchen areas. The Landlord shall not enter those areas except in accordance with section 29 of the *Act*.

The Tenant's requests for the following are dismissed with leave to reapply:

1. an Order pursuant to section 32 of the *Act* that the Landlord make repairs to the rental unit;
2. an Order pursuant to section 67 of the *Act* for monetary compensation from the Landlord;
3. an Order pursuant to section 65(1)(b) of the *Act* permitting the Tenant to reduce her rent for the cost of repairs, services or facilities;
4. an Order pursuant to section 62(3) that the Landlord provide services or facilities required by law.

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, 2020

Residential Tenancy Branch