



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute codes LRE LAT OLC 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;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62;
- 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.

Issues

Should the landlord's right to enter the rental unit be restricted?

Should an order be issued authorizing the tenant to change the locks to the rental unit?

Should the landlord be ordered to comply with the Act?

Is the tenant entitled to recover the filing fee?

Background and Evidence

The tenancy began April 1, 2017 and the current monthly rent is \$2665.00 payable on the 1st day of each month.

The tenant claims the landlord showed up to the rental property unannounced on May 1, 2020 at 7:00 a.m. and repeatedly knocked on the doors and rang the doorbell. The tenant submits that landlord wrote "pay rent" on the front outside pillars of the house.

The tenant submits the landlord also refused to move her car and blocked the tenant's car in the driveway and the police had to be called.

The landlord testified that she did not knock on the doors or ring the doorbell as alleged by the landlord. The landlord testified that she just sent one text message to the landlord advising she was outside and wanted to communicate with respect to rent payments. The landlord submits that she previously tried to communicate with the tenant in regard to outstanding rent but the tenant was avoiding her. The landlord acknowledged writing on the walls. The landlord submits she wanted the tenant to know her demands that rent was still required to be paid. The landlord testified that her vehicle was only partially blocking the driveway and it took time to move her car because it would not start. The landlord testified that she had to call her friend to help her start the vehicle and this was witnessed by the police.

Analysis

Pursuant to section 70 of the Act, the director may suspend or set conditions on a landlord's right to enter a rental unit under section 29 of the Act. Section 29 of the Act only addresses restrictions on the landlord's right to enter the "rental unit". The "rental unit" is defined in section 1 of the Act to mean the living accommodation. Residential property is broader and includes the rental unit as well as the parcel of land on which the rental unit is contained.

As per *Residential Tenancy Policy Guideline #7 "Locks and Access"*, The Act does not require that notice be given for entry onto residential property, however, the Act recognizes that the common law respecting landlord and tenant applies. Therefore, unless there is an agreement to the contrary, entry on the property by the landlord should be limited to such reasonable activities as collecting rent, serving documents and delivering Notices of entry to the premises.

In this case, as there is no evidence that the landlord entered or even attempted to enter the "rental unit". I dismiss the tenant's application to change the locks and to set conditions on the landlord's right to enter.

I also find that there is no basis for me to make an order that the landlord comply with the Act. I find this was an isolated incident which stemmed from the landlord's frustration that the tenant was not paying rent which he is still legally required to do, despite the current Covid-19 pandemic.

The landlord is cautioned that, unless there is an agreement to the contrary, entry on the residential property by the landlord should be limited to reasonable activities as described above. Frequent and ongoing entry on to the residential property, unless for reasonable activities, may form a basis for a claim by the tenant for a breach of the covenant of quiet enjoyment.

As the tenant was not 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 in its entirety 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: June 15, 2020

Residential Tenancy Branch