



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Progressive Housing Society  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** *OLC, RP, LRE, LAT*

### **Introduction**

This hearing dealt with an application by the tenant, pursuant to the *Residential Tenancy Act*, for an order directing the landlord to carry out repairs and comply with the *Act*. The tenant also applied for authorization to change the locks and to suspend the landlord's right to enter the rental unit.

Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The tenant was accompanied by a law student and the corporate landlord was represented by their agent.

As both parties were in attendance, I confirmed service of documents. The parties confirmed receipt of each other's evidence. I find that the parties were served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

During the hearing the tenant informed me that he wished to withdraw his application to change the locks.

### **Issues to be decided**

Has the landlord fulfilled his responsibilities as a landlord with regard to maintenance and repairs? Is the tenant entitled to the other remedies he has applied for?

### **Background and Evidence**

The background facts are generally undisputed. The tenancy started in December 2018. The monthly rent is \$1,100.00 payable on the first of each month.

The tenant stated that he provided the landlord with a list of required repairs and the landlord did not take action. During the hearing the landlord agreed to assess and repair the following items:

- Stove coil
- Closet door railing
- Balcony screen
- Living room light

The tenant understood that if the damage was a result of wear and tear, the landlord would be responsible to repair or replace the item. The landlord agreed to assess and repair by August 15, 2020.

The landlord also agreed to enter the rental unit with at least 24 hours prior written notice.

### **Analysis**

Section 32 of the *Residential Tenancy Act*, addresses the landlord and tenant obligation to repair and maintain the rental unit. The landlord must provide and maintain the rental property in a state of decoration and repair that complies with the health, safety and housing standards required by law.

The landlord has agreed to repair the items listed above and to respond to future requests for maintenance in a timely manner.

### **Landlord's right to enter rental unit restricted**

**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 order the landlord to comply with section 29 of the *Residential Tenancy Act* and provide adequate notice to the tenant prior to visiting the rental unit.

### **Conclusion**

The landlord is ordered to carry out repairs listed above, by August 15, 2020.

The landlord is ordered to comply with s.29 of the *Residential Tenancy 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: July 17, 2020

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Residential Tenancy Branch