



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC, LRE, LAT

Introduction

On September 17, 2020 the tenant filed an Application for Dispute Resolution in this matter. They applied for an order that suspends or sets conditions on the landlord's right to enter the rental unit. Additionally, they applied for authorization to change the locks to the rental unit, and an order providing that the landlord is ordered to comply with the legislation and/or the tenancy agreement. The tenant also applied for reimbursement of the Application filing fee.

The matter proceeded by way of a hearing pursuant to section 74(2) of the *Residential Tenancy Act* (the "Act") on November 16, 2020. Both parties attended the conference call hearing. I explained the process and both parties had the opportunity to ask questions and present their oral testimony during the hearing. Neither party prepared documentary evidence in advance of the hearing.

Issue(s) to be Decided

Is the tenant entitled to an order compelling the landlord to comply with the *Act*, regulation, and/or the tenancy agreement, pursuant to section 62 of the *Act*?

Is the tenant entitled to authorization to change the locks to the rental unit, pursuant to section 31 of the *Act*?

Is the tenant entitled to an order that suspends or restricts the landlord's right to enter the rental unit, pursuant to section 70 of the *Act*?

Is the tenant entitled to recover the filing fee for this Application pursuant to section 72 of the *Act*?

Background and Evidence

Neither party provided a copy of the tenancy agreement for this hearing; however, the landlord spoke to the details and the tenant confirmed the same. The tenancy started on November 1, 2012. At the time of the hearing, the tenant pays \$863 for rent, in a non-subsidized living arrangement.

The tenant described a recent event where they arrived home to find that pest control had entered the suite unannounced, setting traps which left a chemical smell present. They received no advance notice for this visit. Upon their query, they discovered the site manager made an error by entering their wrong unit which was that of the tenant. In the hearing the tenant acknowledged this was a one-time incident.

The tenant described the normal process for notifying management of the need for repairs. The tenant expressed their concern of having someone enter the unit when they were not present.

The tenant also described their interaction with the site manager when making other requests for repairs or raising other concerns. On their Application for this hearing, the tenant stated that they are requesting to change the locks because of the site manager "who has lied to me and other tenants in this facility." In the past the site manager gave a key to a third-party pest control worker who entered other units "unaccompanied and without authorization."

The tenant stated they were aware that this individual site manager would be relocating elsewhere in the near future. The landlord confirmed this in the hearing.

In regard to the unit entry error for pest control, the landlord acknowledged the error and stated there was a reprimand to the site manager after the incident. The landlord presented that there is a system of notification to any tenant of entry, with "normally three days if possible." There is normally a system to identify whether a tenant wants to be present when there is a need for entry into a rental unit for either inspection or repair.

The landlord presented there is a “hotline” for tenants to use when raising concerns or requests. This generates an email to service or management who then follows-up with a call back to the party who made the request.

Analysis

I find the landlord here acknowledged the tenant’s concern about the incident in question. I am satisfied by their testimony that a reprimand was issued as a result of the entry to the tenant’s unit for pest control. The tenant stated their satisfaction that the issue was appropriately dealt with, and acknowledge this entry was one-time, in error.

The tenant provided that they know the site manager -- who proved difficult to communicate with and did not appropriately address repair concerns – will be moving on in the near future. The landlord confirmed this in their statement.

The landlord also presented the system in place to address tenant concerns of whatever nature. In this system, they draw the distinction between emergency situations and calls of more regular matters. They stated the last few months have presented unexpected challenges in terms of extra public health measures being taken throughout the properties they manage.

Based on the testimony and response of the landlord, I am satisfied they are attentive to the tenant’s concerns raised through this dispute resolution process. Moreover, I am satisfied they have an efficient response system in place. I find this alleviates the need for landlord’s access suspended or restricted, or the need for locks to be changed. The chief party that caused the tenant concern will be moving on from their current role as site manager.

From the discussion in the hearing, I am also satisfied the landlord acts with attention to the tenant’s rights as assigned under both the tenancy agreement and the *Act*. The landlord was present in the hearing and answered all matters raised by the tenant in a responsible and professional manner.

As a result, I dismiss the tenant’s application and the need for any Order here. Given the tenant’s expressed concern about the cost and effort involved in applying for this hearing to resolve the matter, I authorize the tenant to withhold the amount of \$100.00 from one future rent payment.

Conclusion

I dismiss the tenant's application 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 16, 2020

Residential Tenancy Branch