



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding B.C. HOUSING
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes LRE, AAT, LAT

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- an order to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70;
- an order to allow access to or from the rental unit or site for the tenant or the tenant's guests pursuant to section 70;
- authorization to change the locks to the rental unit pursuant to section 70.

Both parties attended the hearing via conference call and provided affirmed testimony. Both parties confirmed the tenant served the landlord with the notice of hearing package in person on December 11, 2020. The tenant did not submit any documentary evidence. The landlord stated that the tenant was served with the submitted documentary evidence via Canada Post Registered Mail on February 18, 2021. The tenant stated that the evidence was not received. The landlord provided the Canada Post Customer Receipt Tracking number (listed on the cover of this decision) and stated that two attempted service(s) had been made with a notice(s) left for pick up. I accept the undisputed affirmed evidence of both parties and find that both parties have been sufficiently served as per sections 88 and 89 of the Act. Despite not receiving the landlord's evidence, the tenant is deemed served as per section 90 of the Act. The tenant was notified that if and when during the hearing the landlord would refer to one of the submitted documentary evidence, the Arbitrator would describe in detail the document in order to allow the tenant an opportunity to respond to the evidence.

During the hearing the tenant's requests were clarified. The tenant stated that her request for access for herself or her guests was a request to repair the intercom. The tenant stated that the landlord has already repaired the intercom and this is no longer

an issue. The tenant stated that her request for authorization to change the locks because she had dropped her keys in the elevator shaft and when they were returned by the landlord there were some missing keys. The tenant requested that the landlord replace the locks. The landlord replaced the locks. The tenant stated that this was no longer an issue. On the above two noted issues, the tenant has agreed to cancel these requests as no further action is required. The hearing shall proceed on the first request which was for an order to suspend or set conditions on the landlord's right to enter.

Issue(s) to be Decided

Is the tenant entitled to an order to suspend or set conditions on the landlord's right to enter the rental unit?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

The tenant seeks an order to suspend or set conditions on the landlord's right to enter the rental unit.

The tenant stated that on December 4, 2020 the tenant with a friend returned home to find a agent of the landlord (a maintenance person) inside the rental unit who stated that he was there to fix a broken heating vent. The tenant stated that he was not authorized by her.

The landlord responded stating that the tenant had filled out a request for repair form notifying the landlord of an issue regarding the heat that was not turning off and not allowing the tenant to adjust it. The landlord stated that the landlord's agent attended the rental unit and was invited into the rental unit by the tenant to inspect the heating vent. The landlord notified that a technician would be contacted and would attend the rental unit to repair it. The landlord confirmed that a technician attended with the landlord to repair the heat. The landlord stated that the incident referred to by the tenant was when the technician had re-attended without the landlord's agent and accessed the rental unit to complete the repairs for the heat. The landlord stated that the tenant had upon filling out the original request for repair had consented to the landlord attending without warning to make the repair.

Analysis

In this case, it appears that the landlord is relying upon the original request for repairs by the tenant in allowing unrestricted access without notice to the tenant to enter the rental unit. The landlord provided undisputed evidence that the original request for repairs includes a section which the tenant by signing authorizes the landlord to attend without notice to resolve any repair issues.

Section 29 of the Act speaks to the landlord's right to enter the rental unit. It states in part that a landlord must not enter a rental unit that is subject to tenancy agreement for any purpose unless one of the following applies:

- the tenant gives permission at the time of the entry or not more than 30 days before the entry.
- 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:
 - The purpose for entering, which must be reasonable.
 - The date and time of the entry, which must be between 8am and 9pm unless the tenant otherwise agrees.

The landlord relied upon the tenant's signed authorization to complete the repairs however, no details of entry were provided to the tenant regarding the time and date. This is an issue that must be corrected by the landlord, despite the landlord receiving the tenant's authorization.

Conclusion

The tenant's application to suspend or set conditions on the landlord's right to enter regarding proper notice is granted and both parties were reminded of section 29 of the Act and that clear communication is required regarding the landlord's entry into the rental unit. No further action is required at this time.

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: March 07, 2021

Residential Tenancy Branch