



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding LMLTD HOLDINGS CORP. and
[tenant name suppressed to protect privacy]

DECISION

Dispute Code CNR, LRE

Introduction

This hearing was convened as a result of the Tenants' Application for Dispute Resolution made on February 7, 2022. The Tenants applied for the following relief, pursuant to the Residential Tenancy Act (the Act):

- an order cancelling a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, received on February 1, 2022 (the 10 Day Notice); and
- an order suspending or setting conditions on the Landlord's right to enter the rental unit.

BO attended the hearing on behalf of the Tenants and was accompanied by DG, a witness. The Landlord was represented at the hearing by JB and JE, agents. All in attendance provided a solemn affirmation at the beginning of the hearing.

On behalf of the Tenants, BO testified the Notice of Dispute Resolution Proceeding package was served on the Landlord in person. JB acknowledged receipt.

On behalf of the Landlord, JB and JE testified the evidence upon which they intend to rely was served on the Tenants by attaching a copy to the Tenants' door. BO acknowledged receipt.

No issues were raised with respect to service or receipt of these packages during the hearing. The parties were in attendance or were represented and were prepared to proceed. Therefore, pursuant to section 71 of the Act, I find the above documents were sufficiently served for the purposes of the Act.

The parties were given a full opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure, and to which I was referred. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue to be Decided

1. Are the Tenants entitled to an order an order cancelling the 10 Day Notice?
2. Are the Tenants entitled to an order suspending or setting conditions on the Landlord's right to enter the rental unit?

Background and Evidence

The parties agreed the tenancy began on October 1, 2019. Rent of \$1,522.00 per month is currently due on the first day of each month. The Tenants paid a security deposit of \$750.00, which the Landlord holds. A copy of the signed tenancy agreement was submitted into evidence.

With respect to the 10 Day Notice, JB confirmed that rent has been received and that the 10 Day Notice was withdrawn. Accordingly, it has not been considered further.

The Tenants also requested an order suspending or setting conditions on the Landlord's right to enter the rental unit. BO described an incident on January 19, 2021. The Landlord was painting the hallways in the rental property when two agents of the Landlord entered her rental unit. The Tenants' son, who is blind and autistic, was home alone. BO testified that her son was sleeping and woke up to voices. According to BO, her son called out to say hello, but no one responded. Scared, the Tenants' son hid in the bathroom and called BO. BO testified that her son was "visibly shaken up" by the incident.

When asked why the Tenants waited more than a year to make the application, BO testified it was because of harassment from the Landlord relating to a dog and because the Tenants started to get notices and fines for doing things they were not doing.

In reply, JB stated his employment for the Landlord started in December 2021. He testified he has no knowledge of an unauthorized entry as described by BO and that there are no notes in the Tenants' file.

JE testified that she also started late 2021 and said the Tenants' claims are difficult to investigate because of the time that has passed. However, JE stated that the Landlord takes this kind of claim seriously.

Analysis

Based on the documentary evidence and oral testimony provided during the hearing, and on a balance of probabilities, I find:

With respect to the 10 Day Notice, JB testified that rent was paid and that the 10 Day Notice was withdrawn. Therefore, I find that the 10 Day Notice is cancelled and is of no force or effect. The tenancy will continue until otherwise ended in accordance with the Act.

With respect to the Tenants' request for an order suspending or setting conditions on the Landlord's right to enter the rental unit, I find it is more likely than not that the incident on January 19, 2021, occurred as described by BO. Neither JB nor JE offered any evidence to the contrary. However, I decline the Tenant's request for an order suspending or setting conditions on the Landlord's right to enter the rental unit. Section 29 of the Act already places restrictions on a Landlord's right to enter a rental unit, and I find the Tenant has not established a sufficient basis to deviate from those provisions.

However, I order the Landlord to comply with section 29 of the Act, which places restrictions on a landlord's right to enter a rental unit.

Conclusion

I order the Landlord to comply with section 29 of the 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: May 10, 2022

Residential Tenancy Branch