



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PINNACLE INTERNATIONAL
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **CNC, LAT, LRE, OLC, FFT**

Introduction

This hearing dealt with an application filed by the tenant pursuant the *Residential Tenancy Act* (the “*Act*”) for:

- An order to cancel a 1 Month Notice to End Tenancy for Cause, pursuant to sections 47 and 55;
- Authorization to change the locks to the rental unit pursuant to section 31;
- An order suspending the landlord’s right to enter the rental unit pursuant to section 70;
- An order for the landlord to comply with the *Act*, regulations or tenancy agreement pursuant to section 62; and
- Authorization to recover the filing fee from the other party pursuant to section 72.

Both the tenant and the landlord attended the hearing. The landlord was represented by a property manager, JV.

The property manager JV testified that the originally named landlord on the tenant’s application was unable to attend this hearing and sought leave to act as agent. The tenant was opposed to JV’s attendance at the hearing instead of the originally named landlord but understood that the nature of the issues sought in his application relate to the changing of the building’s locks and should be directed to the property management company, not an employee of the company. The property manager sought to change the landlord as named on the tenant’s application to her property management company and the tenant agreed it could be changed. In accordance with section 64(3) of the *Act*, I amended the application for dispute resolution to reflect the landlord to be the name shown on the cover page of this decision.

At the commencement of the hearing, the landlord advised me that she did not wish to pursue the notice to end tenancy for cause related to the first issue noted on the tenant’s application for dispute resolution. With both parties’ consent, I ordered that the notice to end tenancy be cancelled and of no further force or effect.

The tenant advised me that when he filed his application for dispute resolution, the landlord had entered his unit without proper notice, causing a police incident involving a SWAT team. Since that incident, there have been no further incidences of illegal entries or incidences requiring a change of the tenant's locks. The tenant has installed cameras inside his unit to record entries into his unit and put the landlord on notice that they are there. As such, the tenant withdrew his applications seeking authorization to change the locks to the rental unit; to suspend the landlord's right to enter the rental unit or site; and for the landlord to comply with the *Act*, regulations or tenancy agreement. I advised the parties that these portions of the tenant's application were dismissed with leave to reapply, however I would ensure the parties were aware of section 29 of the *Act* which states:

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 determined that the primary issue before me was the notice to end tenancy issued by the landlord which the tenant was obligated to pay a filing fee of \$100.00 to dispute. Although the landlord did not wish to pursue the notice to end tenancy, the tenant paid

the filing fee and should be compensated for doing so. As such, the tenant's \$100.00 filing fee shall be recovered from the landlord. Pursuant to section 72 of the *Act*, the tenant may reduce a single payment of rent owed to the landlord by \$100.00 in satisfaction of the monetary award.

Conclusion

The notice to end tenancy is cancelled and of no further force or effect.

The tenant may reduce a single payment of rent owed to the landlord by \$100.00 in accordance with section 72 of the *Act*.

The remainder of the tenant's application is dismissed with 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: July 25, 2022

Residential Tenancy Branch