



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Code LRE

Introduction

This matter was commenced by the Tenant who filed an Application for Dispute Resolution on August 1, 2022. The Tenant sought an order setting conditions on the Landlord's right to enter the rental unit, pursuant to the Residential Tenancy Act (the Act).

The Tenant attended the hearing on his own behalf. The Landlord was represented at the hearing by RT, who was assisted in translation by TL. All in attendance provided a solemn affirmation.

The Tenant testified that the Notice of Dispute Resolution Proceeding was served on the Landlord by email. On behalf of RT, TL acknowledged receipt of these documents. The Landlord did not submit documentary evidence in response to the application.

No issue was raised with respect to service or receipt of the above documents 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

Is the Tenant entitled to an order an order setting conditions on the Landlord's right to enter the rental unit?

Background and Evidence

The parties agreed the tenancy began on January 1, 2022. Rent of \$1,800.00 per month is due on the first day of each month. The parties agreed the Tenant paid a security deposit of \$900.00, which the Landlord holds.

The Tenant seeks an order setting conditions on the Landlord's right to enter the rental unit. The Tenant testified that beginning about four months ago, the property manager "kept randomly showing up" at the rental unit. The Landlord was present during one of these visits. The Tenant testified that these visits stopped coming as frequently after the application was made. The Tenant testified that he assumed the visits were in relation to unpaid rent.

In addition, the Tenant testified that the Landlord provided three notices of entry setting out the Landlord's intention to inspect the rental unit as follows:

Date of Notice of Entry	Date of Entry	Time of Entry
August 5, 2022	August 8, 2022	6:00 p.m.
August 12, 2022	August 14, 2022	2:00 p.m.
August 16, 2022	August 27, 2022	3:00 p.m.

Copies of these notices were submitted into evidence.

In reply, RT testified that the property manager did not attend the rental property repeatedly without notice and that the Landlord always gives 24-hour written notice. The last time the Landlord or the property manager entered the rental unit was on August 8, 2022. RT acknowledged that the property likely texted the Tenant in relation to unpaid rent, which has not been paid for four months.

Analysis

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

Section 70 of the Act confirms that the director may set conditions on a landlord's right to enter a rental unit if satisfied that a landlord is likely to enter a rental unit other than as authorized under section 29 of the Act, which sets out the circumstances under which a landlord may enter a rental unit.

In this case, I find there is insufficient evidence before me to set conditions on the Landlord's right to enter the rental unit. I am satisfied the Landlord's attempts at entry have been in accordance with section 29 of the Act, as evidenced by the notices of entry submitted into evidence. I am not satisfied the Landlord or the property manager is likely to enter a rental unit other than as permitted under section 29 of the Act, and I can see no compelling reason to deviate from the Act in this case.

The Tenant's application is dismissed without leave to reapply.

Conclusion

The Tenant's application is dismissed 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: September 26, 2022

Residential Tenancy Branch