



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

Parties	File No.	Codes:
(Tenant) E.T.	310073748	OLC, FFT
(Landlord) B.M.	310075309	OPL

Introduction

This hearing dealt with cross applications for Dispute Resolution under the *Residential Tenancy Act* (“Act”) by the Parties.

The Tenant filed a claim for:

- an Order for the Landlord to Comply with the Act or tenancy agreement; and
- recovery of her \$100.00 application filing fee;

The Landlord filed a claim for:

- an Order of Possession, further to having served a Two Month Notice to End Tenancy for Landlord’s Use dated May 17, 2022 (“Two Month Notice”).

However, at the start of the hearing, the Landlord withdrew his application, and therefore, we reviewed only the Tenant’s claims.

The Tenant and the Landlord appeared at the teleconference hearing and gave affirmed testimony. I explained the hearing process to the Parties and gave them an opportunity to ask questions about it. During the hearing the Tenant and the Landlord were given the opportunity to provide their evidence orally and respond to the testimony of the other Party. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch (“RTB”) Rules of Procedure; however, only the evidence relevant to the issues and findings in this matter are described in this decision.

Neither Party raised any concerns regarding the service of the Application for Dispute

Resolution or the documentary evidence. Both Parties said they had received the Application and/or the documentary evidence from the other Party and had reviewed it prior to the hearing.

Preliminary and Procedural Matters

The Parties provided their email addresses in their applications, and they confirmed these in the hearing. They also confirmed their understanding that the Decision would be emailed to both Parties and any Orders sent to the appropriate Party.

In the applications before me, there was reference to a company that owned the property; however, the Landlord who attended the teleconference hearing confirmed that he purchased the residential property from the company and is now the Landlord.

At the outset of the hearing, I advised the Parties that pursuant to Rule 7.4, I would only consider their written or documentary evidence to which they pointed or directed me in the hearing. I also advised the Parties that they are not allowed to record the hearing and that anyone who was recording it was required to stop immediately.

Issue(s) to be Decided

- Should the Landlord be ordered to comply with the Act or tenancy agreement, and if so, how?
- Is the Tenant entitled to recovery of her \$100.00 Application filing fee?

Background and Evidence

The Parties agreed that the fixed-term tenancy began on January 1, 2017, ran to November 30, 2017, and then operated on a month-to-month basis. They agreed that the Tenant currently pays the Landlord a monthly rent of \$1,136.08, due on the first day of each month. The Parties agreed that the Tenant paid the Landlord a security deposit of \$525.00, and a pet damage deposit of \$525.00. The Landlord confirmed that he still holds the deposits in full for the tenancy.

In the hearing, the Tenant explained her claim as being a loss of peaceful enjoyment her tenancy, as she said she is “continually intimidated, harassed” by the Landlord. The Tenant has tried to record the inspections, but the Landlord consulted lawyers who suggested that this practice is contrary to the *Criminal Code*.

On review of the Tenant's evidence, I note that she has received a considerable number of notices from the Landlord throughout her tenancy with the current Landlord. The Tenant testified:

Over the course of their ownership, I have not been able to peacefully enjoy my tenancy, as I'm continually intimidated, harassed and ... this is not the case with the rest of the tenants in the rest of the building. They sent a lawyer letter saying the *Criminal Code* makes recording inspections illegal. Due to misrepresentation in the last dispute in October 2019 - to ensure for accuracy - I make these recordings inside my home. I felt unsafe. I'm looking to enjoy a peaceful tenancy, with life comfortably in my home.

The Agent replied:

In 2020-sometime, we were doing monthly inspections, but the Tenant refused to do the inspection, and during the inspection she recorded the staff's inspection. We asked her not to do that. We consulted our lawyer and the lawyer sent a letter to say, if there's no agreement, the tenant cannot record the inspection process. We have the right to not be recorded.

However, I find that the Landlord has misrepresented the lawyer's advice, which is that the Tenant cannot record conversations between two other people without their permission, who are inspecting her unit. I find from this letter, however, that the Tenant can record a property manager entering her suite, going directly to her bedroom, and opening her closet with no indication of why he needs to do that – no private conversations would be recorded in this type of scenario. I take from the lawyer's letter that the Tenant can record the inspection, other than conversations between the Landlord's staff that do not include the Tenant in the conversation.

To illustrate the disturbance, the Tenant submitted a number of "Lease Violations" posted on her door by the Agent(s). These include the following:

Date	Reason
September 4, 2019	Unauthorized dog;
October 24, 2019	Significantly interfering with inspection – s.47;
October 24, 2019	Suspected use of cannabis in unit;
October 24, 2019	Unauthorized dog;

February 18, 2020	Significantly interfering with inspection – s.47;
February 28, 2020	Lawyer letter per February 17 inspection;
August 6, 2020	Significantly interfering with inspection – s.47;
August 18/20	Lawyer letter – re Tenant recording “private conversations”
Sept. 30, 2020	Complaint of animal smell (dog) when they inspected
Sept. 30, 2020	Notice not violation – re having insurance
November 1, 2020	Smoking when walking to the parking lot – in common area

The list continued with more of the same.

In addition to these notices, the Tenant submitted a number of “Maintenance Notification” bulletins that had been posted on her door.

Notice Date	Start/End	Time	Reason
June 19/19	June 22/19 – 30 days	9 am – 7 pm	Maintenance check
July 2/19	July 4/19 – five days	9 am – 7 pm	Monthly unit inspection
July 12/19	July 15/19	7:30 am - 4 pm	Tree trim – move vehicle
July 31/19	Aug 3/19 – five days	8:30am – 5:30pm	Door, ceiling repair
Sep 27/19	Sep 28/19 – two days	9 am – 6 pm	Painting common areas Need access to unit
Oct 1/19	Oct 6 – one day	9 am – 6 pm	Common area cleaning
Oct 1/19	Oct 6 – one day	11 am – 4 pm	Fireplace servicing [left mess; not serviced]
Oct 7/19	Oct 12 – one day	1 pm – 6 pm	Fireplace servicing
Oct 19/19	Oct 24 – one day	10 am – 4 pm	Routine inspection
Dec 2/19	Dec 10 – one day	11 am – 1 pm	Routine inspection

The Tenant submitted seven more “Maintenance Notifications” which contained similar information and ran from February 3, 2020, to September 28, 2020.

The Agent said that the Tenant has many house plants and that they may be causing water damage; however, he did not indicate if he had ever found any water damage from the plants.

When I asked the Agent about the Tenant's feelings of being harassed or intimidated by the number of notices and inspections, the Agent said:

For the unit inspections, we had a difficulty to do it. Only one unit this year and one last year. In 2019 and 2020 we did a couple inspections, but it was quite a difficult time with the Tenant, and we had to withdraw or cancel the inspection. She constantly debates – my understanding we have the right without the tenant present – it's optional.

I asked the Agent what type of difficulties he encountered with the Tenant, and he said:

We open the door and she agrees. We'll check kitchen and bathroom, and she is using colourful language and gestures, so we will not continue. Normally we send a warning letter for the Landlord.

The Tenant testified:

During several inspections I felt my privacy was invaded. One before I recorded them, [the Agent] entered the property and went directly to my bedroom and opened my bedroom closet, with no statement of what he was doing or looking for.

In their lawyer's letter on February 28, the notice from the lawyer said that [the Agent] went to the closet near the bathroom. False – he was inside my bedroom closet - my intimate clothing - no window. The other property manager said he witnessed me become aggressive, waving my arms. I hold pride in conducting myself professionally. Yes, I have been upset, because my privacy was invaded by two men I don't know. I feel very invaded and asked for them to answer 'why would they go into my bedroom closet?'

Also, these notices are open when taped to my door. It's embarrassing. The only reason I have stopped an inspection is for privacy or they have spent an average of 10 minutes.... I didn't include recordings, because I didn't want [the Agent] to have a recording of the inside of my suite. The other tenants are not having repeat inspections, just a standard in and out, a quick chat, but mine have

been with looking inside sinks, plants, and misrepresentation to their lawyers of what's happening.

The Agent denied having gone into the Tenant's bedroom closet.

The Tenant submitted a letter from a neighbour in support of her claims against the Landlord. This letter states:

February 29, 2020

To whom it may concern

I am writing yet another letter of support for my neighbour [the Tenant]. Once again our Landlords requested another inspection of our suites, however it appears that they only inspect the 3 single women's suites continuously. On February 17th 2020 at approximately 11:25 am the Landlords came into my suite for their inspection, and looked at the same areas they did in the last few inspections. (Under the kitchen and bathroom sinks). They did ask to look in my storage closet and I said Ok. I told them that nothing has changed since their last inspection a little over a month ago. I also let them know that it was a Family Day holiday, and that this was very inconsiderate and unprofessional. After about 10 minutes they left my suite and went across the hall to [the Tenant's] suite. Within a minute or two I heard [the Tenant] in the hallway she was very upset. I opened my door and she was telling them that they should not be going into her personal closet without asking first. They then left the building as [the Tenant] was video taping the conversation. They have continuously Bullied and Harassed [the Tenant] since they bought the building. These men should be ashamed of themselves of the way they are treating this young woman. It's not appropriate for 2 grown men to be looking in a young woman's closet without asking first. They never looked in my bedroom closets and our suites are very similar. They just want us out so they can increase the rents. They have increased the rents of some of the suites they managed to clear out from \$900 to \$1550 per month. They have even sent illegal Eviction Notices to a few of us. My other neighbour beside me received an illegal Eviction Notice for smoking in his suite. He doesn't even smoke. These men need to be stopped from continuously harassing us.

Thank you

[signature]

[M.D.]

I asked the Tenant if she received 24-hour notices of the planned inspections, and she said:

The type of notices I've received have been jarring. The first one ever was on June 19, 2019, for a maintenance check from 7 am to 9 pm for 30 days. I let them know it was unreasonable and an extreme amount of time. The next was from 9 am to 7 pm for 4 days. I'm very okay with inspections happening, but there's a discrepancy between a hyper-focus on my unit and no others going on. New tenants are not inspected and have had washers and dryers installed – so if he's so concerned about water damage - check those...

I have been targeted because I have a bigger suite in the building, but another person with a similar unit isn't getting this treatment.

They have raised the rent in units by getting people out. They are forced rent increases. I have been unfairly targeted; if the inspections have a reason, I'm okay with that. I've never had a problem with an inspection happening before.

Also, in addition they have also moved a security camera to point down the hallway toward tenant doors; they do not point at the fire doors, and there are no cameras installed downstairs. I want fair treatment and reasonable treatment. I understand that they need to inspect the property – I have been a primary lease holder for 13 years. I'm a good tenant. I included in other document - a letter from the original owner - where they sent me a cheque for being so accommodating and showing the suite for the sale of the building. Also, there's a letter from him saying he's grateful for having me as a tenant. I just want fair terrain.

The Landlord replied:

First, in response to the Tenant saying she can't find out who we are. I have a business licence from City for this property.

Second, the property was in bad shape in 2019. We spent \$100,000.00 to replace all the decks, renew roofs, make modifications for all tenants. I love the property I have, and I want to maintain it that way. At notification time, I agree, they were not properly written, but this has been corrected. The latest notification for entry was on April 5, sent out for 10 am – 12 pm.

At the beginning when we took over the building, some [notifications were] not well written – the times were not consistent. All notifications are on the same day with a two-hour time frame. If we don't have time, this has been corrected and

stopped in 2020. There was only one inspection last year, and one this year. But we still want to schedule one more for this year.

I asked the Landlord the reason for the regular inspections, and he replied:

The building was built in 1955 – it has plumbing and heating issues. Want to make sure the building is in good status. Fire departments and insurance requirements mean we have to demonstrate due diligence to maintain property.

The Tenant also submitted a number of email strings between the Parties. I note that the Landlord has consistently provided notices of an inordinate number of inspections without any reasonable explanations. These notices also give the Tenant as little information as possible as to when the inspection will take place. The Tenant's letter to the Agent dated July 4, 2019, contains an apt comment on the problem with this. I note this is a practice of the new owner and/or management company, which appears to have continued to the present. The Tenant responded to her new Landlord's inspection notice, including the following:

Please note that in the RTA it states that if the notice is deemed to be unreasonable it can be denied by the tenant. The noticed of a 30 day(first notice) inspection for 10hrs a day (300hrs total) without a detailed description of the work or actual project being done is incredibly unreasonable. Several of the other tenants agree the 50hr(the second notice) period over a weekend requested to do the monthly inspections(which normally take 5-10 minutes) is unreasonable as well. Many of us have not even formally met the new owners/management team or signed a new lease under the new ownership. This in addition with the large window requested for entry, I feel it to be an unreasonable request.

I would like to reconfirm that I have denied entry to my unit ([unit #]) for a monthly inspection from July 4th - July 8th from 9am-7pm, until more reasonable terms are presented. This is due to not enough information about the project or the new owners. I am also denying the initial request for 30 days 9pm-7pm, due to it being more invasive as well as outside the legal hours for a request.

I am happy to allow a reasonable monthly inspection, as there are several things in the unit I would like and have been trying to get replaced, in addition to other tenants. I love living here and am very excited about the fix ups.

Our issue is with the intrusive times and lengths of your request. Work requests

and especially monthly inspections are usually limited to 2-3 hour windows for each tenant. A request for access for 10hrs a day for 5 or even 30 days is very extreme for a simple inspection.

I note the Agent responded by asking about the Tenant's schedule in the following five days. However, I note from the correspondence that as the years wore on, the Agent's attitude has become increasingly hostile with this Tenant.

On July 13, 2020, the Tenant wrote the following email to the Agent:

I received the inspection notice on July 7, 2020 scheduled for July 17, 2020 from 11am to 1pm with a description listed "unit routine inspection". I understand and am aware that the government of B.C. has lifted some pandemic restrictions on June 24, 2020, however within the last week there has been a rapid increase of Covid-19 positive cases within the [local] Health region. With the ever growing concern for my physical health and the extensive inspections the property managers conducted earlier in the year, totalling more than 25 minutes inside the unit, the request for a unit inspection at this time seems very unreasonable.

In addition, it states that this is a "unit routine inspection", however there are only targeted units receiving continued monthly inspections, while other tenants remain left alone and do not receive "unit routine inspections". For this reason I also feel that the inspection request is unreasonable as we are dealing with a global pandemic and there is no specific need for this inspection.

I understand the unit is a priority to your company and I want to ensure you that it is for me as well as it has been my home for over 3.5 years. I respectfully ask for your understanding and empathy through this difficult time as I have expressed concerns for my physical health and safety as we continue to deal with this global pandemic.

Thank you for your time,

The Agent responded, as follows on July 17, 2021:

Thank you for your email. The notice of entry was posted on July 7, 2020 for monthly inspection on July 17th, 2020 from 11:00 AM to 1:00 PM.

Please note that we are not obligated to release or discuss other units' inspection details with you (Unless by a court order or an arbitrator's order).

A tenant does not have the right to deny entry simply because the time of entry is not convenient to the tenant, however, we will consult RTB to determine your case of entry for inspection. We will be doing monthly inspection for damages and repairs check (your unit has pets including a dog), moisture issue check (due to indoor plants), plumbing check (your unit has two bathrooms while most other units in the building are not), water damage check (your unit at top floor), pest control check, just name a few of inspection items that will be carried out during the monthly inspection for your unit.

The Tenant responded on Sunday, July 19:

I understand that notice was posted for that day. However, I explained to you it would not work due to my post secondary education having to be conducted from my home during the global pandemic. I request a new written notice to be posted for the rescheduled inspection time. In the previous email, I gave a 4 day window with 5 hours available each day for the property managers to reschedule for a time that works best for them.

The tenant has the [right] to deny any inspection they feel is unreasonable. Due to the timing of the inspection, time of my school presentation and the lengthy time the property managers take inside my unit, I stated that it was unreasonable because it would greatly interfere with my learning and education.

If the property managers are conducting all of those maintenance jobs during this inspection, it needs to be stated on the written notice under the description. The property managers have repeatedly only stated the inspections will be "unit routine inspections" with no other descriptions. However, during the inspections, they immediately go to areas of the unit that are private, such as bedroom closets and they open them without asking. This is a massive invasion of privacy.

Again, I am respectfully requesting that the property managers post a written notice with the rescheduled inspection time on it so I may retain it for my records.

The Agent responded:

After consultation with RTB, I confirm that if the property managers give you monthly routine inspection notice that meets the requirement under the RTA relating to entry, property managers have the right to come into the unit for inspection. In this case, tenants can not deny the access because the time of

entry is not convenient to the tenant. You are advised to call RTB for confirmation.

I hope you work with property managers to have the unit inspected with monthly unit inspection that is defined in RTA.

In an email from the Agent dated October 13, 2022, the Agent said:

Hi [Tenant],

Thank you for providing the copy of the insurance certificate.

The way of posting the notifications at the door is defined by the Residential Tenancy Act. If you wish to find a better place to live without "harassment" of property inspection, I'll not stop you, as matter of fact, I could be of help on that.

Thanks and Regards,
[Agent] .

[emphasis added]

The Agent is suggesting that the Tenant move out, if she does not like the way the property management company is conducting its business.

Analysis

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

When I consider the Parties' evidence, including their testimony, I find the Tenant has provided more reliable evidence, which included the support of another tenant's observations of the Tenant's harassment by the Landlord. The Landlord was unable to provide me with reasonable explanations for attending at the Tenant's residence so frequently. The Landlord did not direct me to evidence of having found any damage in the rental unit, as a result of the persistent, recurring inspections. Rather, the absence of having discovered and presented any issues with the rental unit supports the Tenant's claim that the Landlord is harassing her with an unnecessary number of inspections.

Policy Guideline #7, "Locks and Access" ("PG #7"), "...is intended to provide a statement of the policy intent of legislation, and has been developed in the context of

the common law and the rules of statutory interpretation, where appropriate.” The Act should be read in conjunction with the Policy Guidelines for proper interpretation of the legislation.

This Policy Guideline addresses the need to balance a tenant’s right to quiet enjoyment of the rental unit against a landlord’s obligations to maintain the residential property in a state of decoration and repair that complies with health, safety and housing standards required by law. However, I note that it starts by addressing a tenant’s right to quiet enjoyment, as follows:

At common law, the tenant has a right to quiet enjoyment and peaceful occupation of the premises. At the same time, the landlord has the right to enter under certain conditions. The Residential Tenancy Act (the Act) addresses the rights and obligations of landlords and tenants with respect to entry into a rental unit. . . .

[emphasis added]

PG #7 continues:

A landlord **must not enter** a rental unit in respect of which the tenant has a right to possession unless one of the following applies:

- an emergency exists and the entry is necessary to protect life or property,
- the tenant gives permission at the time of entry, or
- the tenant gives permission not more than 30 days before the time of entry,
- the landlord gives the tenant written notice not less than 24 hours, and not more than 30 days before the time of entry.
- 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,
- the tenant has abandoned the rental unit, or
- the landlord has an arbitrator’s order authorizing the entry.

Regarding written notices, the notice must state a reasonable purpose for the entry and must give the date and time intended for the entry. The time stated must be between 8:00 a.m. and 9:00 p.m.

. . .

Where a notice is given that meets the time constraints of the Act, but entry is not for a reasonable purpose, the tenant may deny the landlord access. A

"reasonable purpose" may include:

- inspecting the premises for damage,
- carrying out repairs to the premises,
- showing the premises to prospective tenants, or
- showing the premises to prospective purchasers.

However, a "reasonable purpose" may lose its reasonableness if carried out too often. Note that under the Act a landlord may inspect a rental unit monthly.

Where possible the parties should agree beforehand on reasonable times for entry. Where the parties cannot agree on what are reasonable times, and the tenant's quiet enjoyment of the rental unit is interrupted (for example where the house is listed for sale and there are numerous showings of the rental unit), the tenant may apply for arbitration to suspend the rights of the landlord, or an Order that the landlord's right of entry be exercised only on conditions.

I find that the Landlord is following the Act to an unreasonable degree, by inspecting the Tenant's rental unit on a monthly basis without any discernable reason, by giving as many as 30 days written notice, with times being listed as the maximum amount possible – "sometime between 8:00 a.m. and 9:00 p.m.", and by inspecting parts of the rental unit that are irrelevant to the vague reason – "monthly inspection" – given.

The word "between" these hours is intended to prevent a landlord from inspecting outside of these hours. I find it unreasonable of the Landlord to quote these hours as **the** appointed time of the inspection, rather than a time period between these outside hours. I find this practice abuses not only the Tenant, but the Act, and it demonstrates the Landlord's failure to read the Act in conjunction with the Policy Guidelines.

Further, given the evidence before me, I find the Landlord's practices are more likely than not to be part of an attempt to constructively evict this Tenant, in order to raise her rent. It is consistent with the Landlord's communication to the Tenant: If you wish to find a better place to live without "harassment" of property inspection, I'll not stop you, as matter of fact, I could be of help on that."

I find that pursuant to the Act, a landlord has the right to inspect a rental unit only as often as once every 30 days. However, I find that inspecting a unit without a reasonable

purpose connotes an abuse of this right. I find that by not providing a reasonable timeframe in which the Tenant can expect the inspection, the Landlord abuses this right; inspecting irrelevant parts of the unit - such as a tenant's bedroom closet - abuses this right; misrepresenting legal information to manipulate the Tenant abuses this right.

Section 70 of the Act states:

Director's orders: landlord's right to enter rental unit

70 (1)The director, by order, may suspend or set conditions on a landlord's right to enter a rental unit under section 29 [*landlord's right to enter rental unit restricted*].

(2) If satisfied that a landlord is likely to enter a rental unit other than as authorized under section 29, the director, by order, may

(a) authorize the tenant to change the locks, keys or other means that allow access to the rental unit, and

(b) prohibit the landlord from replacing those locks or obtaining keys or by other means obtaining entry into the rental unit.

As a result of my findings of the Landlord having abused this Tenant by his duplicitous use of the tenancy legislation and his legal advice, and pursuant to sections 29 and 70 of the Act, **I make the following Orders:**

I Order the Landlord (and/or his representatives) **to not inspect the Tenant's rental unit, unless** one of the following applies:

1. there is an **emergency**, as defined by the Act, and entry is necessary to protect life or property, and which entry would withstand RTB scrutiny, if tested by the Tenant afterwards;
2. the **Tenant requests a repair** to something in the rental unit, which repair must be made within a reasonable amount of time, given the type of repair needed;
3. the **Landlord provides a valid reason**, which would withstand RTB scrutiny, **and** which inspection has the **Tenant's agreement**; and
4. the Landlord's **notice of entry is concealed** in an envelope or folded so it is not viewable to passers-by.

I authorize the Tenant to refuse the Landlord entry, unless this Order is followed by the Landlord.

Further, pursuant to section 28 of the Act, and the Tenant's right to reasonable privacy, I **Order** that any **written communications from the Landlord** to the Tenant be conveyed such that it is viewable to the Tenant only.

If there is any further interruption of the Tenant's right to quiet enjoyment of the rental unit, she is encouraged to contact the RTB for advice, apply for dispute resolution to end the interruption, and apply for compensation from the Landlord pursuant to sections 28 and 67 of the Act and Policy Guideline #16.

As a caution to the Landlord, please note that the RTB now has a Compliance and Enforcement Unit ("CEU") that ensures compliance with the residential tenancy laws of BC. From the CEU website it states: "When a landlord or tenant has seriously and deliberately not followed BC tenancy laws, the CEU may investigate and issue administrative monetary penalties." Further, in terms of financial administrative penalties that can be imposed, it states:

Should an administrative penalty be imposed, the person will be served with a notice of administrative penalty in the form of a decision and order that will specify the contravention or failure to which the penalty relates, the amount of the penalty and the date by which the penalty must be paid.

An administrative penalty is a debt due to government and must be paid within 60 days. Failure to pay will result in collection action being taken. In addition, the RTB may refuse to accept an application for dispute resolution if an outstanding penalty is owed.

For continued non-compliance, financial penalties of up to \$5000 per contravention per day may be levied. In addition, if any financial penalties are not paid the RTB can refuse applications to dispute resolution. The RTB may also publish CEU decisions, information may include the name and address of the person or business, the nature of the contravention, and the amount of the penalty.

[emphasis added]

Given her success in this matter, I also award the Tenant recovery of her **\$100.00** Application filing fee, pursuant to section 72 of the Act. The **Tenant is authorized to**

deduct \$100.00 from one upcoming rent payment in complete satisfaction of this award.

The Landlord's claim is dismissed without leave to reapply, as he withdrew it in the hearing.

Conclusion

The Tenant is successful in her Application. She provided sufficient evidence that the Landlord has breached the Tenant's right to quiet enjoyment of the rental unit with his repeated, unnecessary, and inappropriate inspections, contrary to the Act and Policy Guidelines. **The Landlord is Ordered not to enter the Tenant's rental unit** unless he complies with the conditions noted above.

The Landlord's claim is dismissed without leave to reapply.

This Decision is final and binding on the Parties, unless otherwise provided under the Act, and 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 02, 2022

Residential Tenancy Branch