



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BRITISH COLUMBIA HOUSING MANAGEMENT
COMMISSION and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNRT, MNDCT, RR, PSF, LRE, LAT, OLC

Introduction

Pursuant to section 58 of the *Residential Tenancy Act* (the Act), I was designated to hear an application regarding a tenancy. In this application for dispute resolution, the tenant applied on July 4, 2022 for:

- compensation for the cost of emergency repairs made during the tenancy;
- compensation for monetary loss or other money owed;
- a rent reduction for repairs, services, or facilities agreed upon but not provided;
- an order for the landlord to provide services or facilities required by the tenancy agreement or law;
- an order to suspend or set conditions on the landlord's right to enter the rental unit or site;
- authorization to change the locks on the rental unit; and
- and order for the landlord to comply with the Act, regulation, and/or the tenancy agreement.

Those in attendance were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses; they were made aware of Residential Tenancy Branch Rule of Procedure 6.11 prohibiting recording dispute resolution hearings.

Neither party raised an issue regarding service of the hearing materials.

Preliminary Matters

The Residential Tenancy Branch Rules of Procedure 2.3 states:

2.3 Related issues Claims made in the application must be related to each other. Arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

The tenant's application included 7 claims. As his application indicated that the claims for an order to suspend or set conditions on the landlord's right to enter the rental unit or site, and authorization to change the locks on the rental unit were of particular importance to the tenant, I heard on those two matters. The tenant's remaining claims are dismissed with leave to reapply, in accordance with Rule 2.3.

Issues to be Decided

- 1) Is the tenant entitled to an order to suspend or set conditions on the landlord's right to enter the rental unit?
- 2) Is the tenant authorized to change the locks on the rental unit?

Background and Evidence

The parties agreed on the following particulars regarding the tenancy. Rent is \$538.00 a month, due on the first of the month, and the tenant did not pay a security deposit or pet damage deposit.

The parties disagreed on when the tenancy began. The landlord submitted as evidence a tenancy agreement which states that the tenancy began on November 1, 2020. While the tenant agreed he signed the tenancy agreement, he is of the position that the tenancy began in March 2021 because he was living in a hotel for a time.

The tenant testified that he twice caught the building manager supervisor, CW, in his rental unit about 2 or 3 months ago. The tenant testified that items are going missing from his unit, including ties, shirts, and DVDs. The tenant stated he must be in the unit when the landlord's employee enter it.

The tenant testified that he is seeking authorization to change the locks "to avoid surprise." The tenant testified that the landlord's employees enter the unit when they want.

The property portfolio manager, MB, testified that staff are not allowed to enter a tenant's unit without consent, unless it is an emergency. MB testified that for annual unit inspections, 96 hours advance notice is give to tenants.

MB testified that the tenant remains in his unit when staff are doing an inspection or repairs.

CW testified that they always give the tenants 3 days written notice explaining when staff will be entering and for what purpose.

I invited CW to respond to the tenant's testimony that the tenant had caught CW in the tenant's rental unit on 2 occasions in the last 2 to 3 months. CW testified that on August 2, 2022 there was a pest control visit, as the tenant had been complaining about bedbugs, cockroaches, and mice. CW testified that on August 18, 2022 he had entered the unit because a part of the tenant's kitchen cabinet was being replaced. CW testified that for both visits, the tenant was provided with advanced notice in the manner previously described.

MB testified that it takes a couple of months to complete repairs to the tenant's unit as he initially gives permission for staff to enter, then denies entry when they arrive to do the work.

MB testified that for after hours emergencies, staff carry a master key, and that in the case of an emergency, there are always 2 staff members entering a tenant's rental unit. CW testified that in an emergency the ability to use a master key permits the staff to enter a unit in a more timely way.

Analysis

Section 29 of the Act states:

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).

Section 31(3) of the Act states:

- (3) A tenant must not change a lock or other means that gives access to his or her rental unit unless the landlord agrees in writing to, or the director has ordered, the change.

The tenant has testified that he has twice caught the building manager supervisor in the tenant's rental unit, and that items are going missing from his unit. The tenant stated he must be in the unit when the landlord's employee enter it. The tenant testified that he is seeking authorization to change the locks because the landlord's employees enter the unit when they want.

The landlord's representatives have testified that when entry is required to a tenant's rental unit, advance notice is provided, explaining when and why entry is required, such as to complete a repair or facilitate pest control. This was not disputed by the tenant. The landlord's representatives have testified that notice has been given to the tenant before pest control and repair visits, and that in an emergency, 2 staff will enter a tenant's unit without notice.

Based on the foregoing, I find the landlord's representatives understand when it is and is not appropriate to enter a tenant's rental unit without notice, and have been acting accordingly.

I find that Section 29 already sets conditions on a landlord's entry to a tenant's rental unit.

Based on the evidence before me, on a balance of probabilities, I find the tenant has not provided sufficient evidence to demonstrate there is a need to suspend or set further conditions on the landlord's entry to the rental unit, or to change the lock to the rental unit.

Therefore, I find the tenant is not entitled to an order to suspend or set conditions on the landlord's right to enter the rental unit, and is not authorized to change the locks on the rental unit.

Conclusion

The tenant's application is dismissed.

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: December 05, 2022

Residential Tenancy Branch