



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Rancho Management Services (BC)
Ltd. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes LRE, LAT, FFT

Introduction

Pursuant to section 58 of the *Residential Tenancy Act* (the Act), I was designated to hear an application regarding a residential tenancy dispute. The tenants applied on August 16, 2022 for:

- an order to suspend or set conditions on the landlord's right to enter the rental unit;
- authorization to change the locks to the rental unit; and
- the filing fee.

The hearing was attended by the tenants, landlord's counsel, and the property manager. Those in attendance were affirmed (with the exception of counsel) and made aware of Residential Tenancy Branch Rule of Procedure 6.11 prohibiting recording dispute resolution hearings.

Counsel confirmed receipt of the tenant's Notice of Dispute Resolution Proceeding, but stated that the landlord did not receive a copy of the tenant's evidence. However, counsel indicated they were willing to proceed.

The tenants confirmed they received a copy of the landlord's materials.

Preliminary Matter

Counsel submitted that a related interim decision, noted on the cover page of this decision, has already addressed this complaint.

The interim decision orders that the parties are bound to comply with the Act, regulation, and tenancy agreement, including ensuring that entry to the rental unit is done in accordance with section 29 of the Act.

Therefore, I dismiss the tenants' application for an order to suspend or set conditions on the landlord's right to enter the rental unit.

Issues to be Decided

- 1) Are the tenants entitled to authorization to change the locks to the rental unit?
- 2) Are the tenants entitled to the filing fee?

Background and Evidence

While I have considered the documentary evidence and the testimony of the parties, not all details of their submissions and arguments are reproduced here.

The parties agreed on the following particulars regarding the tenancy. It began July 15, 2013; rent is due on the first of the month; and the tenants paid a security deposit of \$445.00, which the landlord still holds.

The tenants stated that rent is currently \$1,034.00 and that they had paid a pet damage deposit of \$445.00; counsel submitted he was not sure about how much rent was, whether the tenants had paid a pet damage deposit, and whether the landlord still held a pet damage deposit.

The tenants testified that on August 5, 2022 the landlord unlawfully entered the rental unit without the tenants' consent.

The tenants referred me to an August 8, 2022 email exchange between tenant GM and the property manager. In it, the tenant states he is upset that a plumber entered their unit, without the tenants being notified or giving permission, to shut off the water main in the bathroom. The property manager replied, writing that there was a water damage emergency that day, that the landlord is not able to provide advance notice when entry is required for an emergency, and that tenants will be notified in advance for non-emergent entry.

Landlord's counsel submitted that the entry occurred due to an emergency, and referred me to the same email exchange, noting that the email states that access to the tenants' unit was required to shut off a water main.

Counsel submitted that the landlord/property manager is aware notice is required for non-emergent entry to a rental unit, as demonstrated in the previously referenced email correspondence.

Counsel referred me to an email dated August 15, 2022, in which the property manager reminds the maintenance operations manager about providing tenants advanced notice for non-emergent entry, and states that major pipe leaks are emergencies, and do not require advanced notice of entry.

The property manager testified that on August 5, 2022 entry without notice had been required due to a water leak, and that they needed to turn off the water in the tenants' unit to try to locate the source of the leak. The property manager testified that they must mitigate damage as soon as possible, and submitted that in an emergency the landlord is permitted to enter a rental unit without advance notice.

The tenants did not dispute that there had been a water leak emergency on August 5, 2022.

Analysis

Section 29(1)(f) permits a landlord to enter a rental unit if an emergency exists and the entry is necessary to protect life or property.

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 parties have described that the landlord entered the rental unit on August 5, 2022, without advance notice and without the tenants' permission.

The landlord has testified that emergent entry to the unit was necessary due to a water leak, requiring that the landlord turn off a water main in the tenants' unit in order to assist the landlord to identify the source of the leak.

The tenants have not disputed that the landlord had to do an emergency repair to address the water leak.

The parties have submitted as evidence an email exchange in which the tenant expressed his objection to the landlord entering without notice, and the property manager explained they did so to make an emergency repair.

Also submitted as evidence is an email in which the property manager reminded a colleague to give notice for non-emergent entry, and that notice is not required to address an emergency, such as major pipe leaks.

Based on the foregoing, I find the property manager understands when it is and is not appropriate to enter a tenant's rental unit without notice, and has communicated this to a colleague to ensure he is also aware.

Based on the evidence before me, on a balance of probabilities, I find the tenants have not demonstrated there is a need to change the lock to the rental unit.

Therefore, the tenants are not authorized to change the locks on the rental unit, pursuant to section 31 of the Act.

As the tenants are unsuccessful in their claim, I decline to award the filing fee.

Conclusion

The tenants' 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 7, 2022

Residential Tenancy Branch