



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- authorization to change the locks and/or to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62.

The hearing was conducted by conference call. All named parties attended the hearing and were given a full opportunity to provide affirmed testimony, to present evidence and to make submissions. No issues were raised with respect to the service of the application and evidence submissions on file.

Issues

Should an order be issued authorizing the tenant to change the locks to the rental unit and suspend or set conditions on the landlord's right to enter?

Should the landlord be ordered to comply with the Act?

Background and Evidence

The tenancy began September 1, 2022. The monthly rent is \$900.00 payable on the 1st day of each month. The rental unit is a bachelor suite of a residential house. The landlord resides in the main portion of the same house.

The tenant claims that since he moved in the landlord forcefully enters his unit at any moment without any notice. The tenant submitted a video he recorded on September 16, 2022, of the landlord banging on his window. The tenant testified that the landlord is constantly questioning him why he is not working and threatened to call the police. The tenant testified that on September 19, 2022 he was outside his unit having a smoke and when he came back to his door his keys were missing and the door had been locked.

He texted the landlord asking for spare key but she never responded. Only after he threatened to call a locksmith did the landlord respond to say she had a spare key. The tenant suspects it was the landlord that stole his keys and locked the door. He reported the theft to the police. He asked the landlord for security footage but she said it was not available.

The tenant also raised various issues of the landlord not complying with the Act including but not limited to the landlord shutting off wi-fi service & water service as well as various repair requests. The tenant failed to provide any particulars of these issues in his application, nor did he submit any evidence of making a written request to the landlord for any repair requests. In his application, the only issue identified by the tenant in regard to the landlord not complying with the Act was that the landlord engages in derogatory conversations which are discriminatory against his temporary disability. The tenant stated this was in regard to the landlord questioning him why he was not working.

The landlord testified that the only day she entered the rental unit was on August 31, 2022, the day before the tenancy officially began, as she was under the impression the tenant was coming the next day. The landlord testified that aside from the above, she has never entered the rental unit. The landlord testified that the tenant gets daily food deliveries to her door which is why she was banging on his door and window. The landlord testified that the tenant was just inside watching and not opening the door and she had his food delivery in her hand. The landlord denied shutting off the tenants wi-fi or water.

Analysis

Section 29 of the Act requires a landlord give at least 24 hour written notice to enter a rental unit.

Pursuant to section 70 of the Act, the director may authorize the tenant to change the locks to the rental unit if satisfied that a landlord may enter other than as authorized under section 29 of the Act.

I find that in the case at hand there was insufficient evidence that the landlord made unauthorized entries into the rental unit. The tenant only submitted a video of the landlord knocking on his window. I accept the landlord's testimony that she was just delivering the tenant's food order which was left at her door. This is not in contravention of the Act or tenancy agreement. I also accept the landlord's testimony that the one

time she did enter it was because she was unaware the tenant had moved in a day early. Therefore, I find that authorizing the tenant to change the locks or suspending the landlord's right to enter is not appropriate in these circumstances. This part of the tenant's application is dismissed. To avoid future conflict, the tenant is encouraged to provide specific delivery instructions for his food deliveries so they are left at his door rather than the landlord's door.

With respect to the landlord not complying with the Act, I find that the tenant failed to provide sufficient evidence of any discriminatory behaviour on the part of the landlord or demonstrate how the alleged discrimination was not in compliance with the Act or tenancy agreement. The rest of the issues raised by the tenant in the hearing are not addressed in this decision as the tenant failed to provide any particulars of these matters in his application. The tenant's application requesting an order for the landlord to comply with the Act is also dismissed.

Conclusion

The tenant's application is dismissed in its entirety.

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 06, 2022

Residential Tenancy Branch