



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing

A matter regarding GORDANA STOJAKOVIC LIVING BALANCE
LTD. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

LAT, LRE, RR

Introduction:

This hearing was convened in response to an Application for Dispute Resolution filed by the Tenant in which the Tenant applied for an Order suspending or setting conditions on the Landlord's right to enter the rental unit, for authority to change the locks to the rental unit, and for an Order requiring the Landlord to make repairs. At the hearing the Tenant stated that the repairs have been completed and she withdrew the application for an Order requiring the Landlord to make repairs.

The Tenant stated that on December 21, 2022 the Dispute Resolution Package and was emailed to the Landlord, with the Landlord's consent to accept documents by email. The Landlord stated that she did not agree to receive documents by email although she acknowledged receipt of the Dispute Resolution Package. As the Landlord acknowledged receipt of these documents, I find that were sufficiently served to the Landlord.

In December of 2022 the Tenant submitted evidence to the Residential Tenancy Branch. The Tenant stated that this evidence was served to the Landlord, via email, on various dates in December of 2022. The Agent for the Landlord stated that she received some evidence in December but she does not know if she received all of the Tenant's evidence.

The parties were advised that the Tenant may refer to any document she submitted to the Residential Tenancy Branch, at which time I will confirm that it has been received by the Landlord. The Tenant referred to her tenancy agreement during the hearing. As the

Landlord had a copy of that agreement, it was considered as evidence at these proceedings. The Tenant did not refer to any other documents during the hearing and therefore no other document was considered at the hearing.

On April 14, 2023 the Tenant submitted evidence to the Residential Tenancy Branch. The Tenant stated that this evidence was served to the Landlord, via email, on April 14, 2023. This evidence was served to the Landlord after the deadline for serving evidence and, as such, it was not accepted as evidence for these proceedings.

The participants were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Each participant affirmed that they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

The participants were advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings. Each participant affirmed they would not record any portion of these proceedings.

Issue(s) to be Decided:

Is there a need for an Order suspending or restricting the Landlord's right to enter the rental unit?

Should the Tenant be granted authority to change the locks to the rental unit?

Background and Evidence:

The Landlord and the Tenant agree that:

- the tenancy began on April 01, 2021;
- on December 13, 2022 a caretaker knocked on the door of the rental unit;
- the Tenant did not answer the door so the caretaker opened the door;
- the caretaker closed the door after he saw the Tenant inside the unit; and
- the caretaker did not enter the unit on April 01, 2021.

The Tenant stated that she is not aware of any other unlawful entries into her unit. She stated that she also wants authority to change the locks as she does not believe the caretaker will not enter her unit without authority in the future.

The Agent for the Landlord stated that:

- the party named on the Application for Dispute Resolution is an agent for the party named as the Landlord on the tenancy agreement;
- the caretaker opened the door because he had not seen the Tenant for 10 days and was concerned that the unit had been vacated;
- the caretaker has been advised that he should not have opened the door; and
- the caretaker will not enter the unit without proper notice in the future.

Analysis:

On the basis of the undisputed evidence, I find that an agent for the Landlord opened the door to the rental unit without proper authority.

On the basis of the testimony of the Agent for the Landlord, I find that the person opening the door has been informed that his behaviour was inappropriate. I am satisfied that it is reasonably unlikely that the incident will be repeated. I therefore dismiss the Tenant's application for authority to change the locks.

In the event the Landlord or an agent for the Landlord enters the unit without authority in the future, the Tenant may file another Application for Dispute Resolution seeking authority to change the locks.

Although I do not place any special limits on the Landlord's right to enter the rental unit, I Order the Landlord and any agent for the Landlord to strictly comply with section 29 of the *Act* whenever they wish to enter the rental unit.

Section 29 of the *Act* reads:

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).

Conclusion:

The application for authority to change the locks is dismissed.

The Landlord is required to strictly comply with section 29 of the *Act*.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: April 26, 2023

Residential Tenancy Branch