



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding PARKVIEW VILLA  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** LRE, LAT, FF

### **Introduction**

This hearing dealt with an application by the tenant for an order to suspend or set conditions on the landlord's right to enter the rental unit, for an order authorizing the tenant to change the locks and for the recovery of the filing fee.

The tenant filed a copy of the tenancy agreement into evidence. No other evidence was filed by the parties. Both parties attended the hearing and had opportunity to be heard.

### **Issues to be Decided**

Did the landlord enter the rental unit without the tenant's permission? Do the actions of the landlord warrant the issuance to the tenant of authority to change the locks? Is the tenant entitled to the recovery of the filing fee?

### **Background and Evidence**

The tenancy began on September 24, 2020. The monthly rent is \$609.00 payable on the first of each month. The rental property consists of a six-storey apartment building that contains 80 suites.

The landlord testified that the carpets in the common hallways were being replaced and this work involved the removal of the transition strips that lie below the doors to the suites. The landlord stated that their practice was to knock on the door to request the occupant to open the door about four inches to enable the carpet layer to remove the strip. If the occupant did not respond to the landlord's knock, the landlord would crack open the door about four inches and remove the strip. The landlord stated that they had completed four floors in this manner without any issues.

The tenant testified that on February 09, 2023, she heard a knock on the door but did not answer it as she was in the process of dressing. The tenant added that the next thing she saw was the landlord opening the door at least halfway before she yelled out. The landlord closed the door. The tenant stated she stepped out later and had a conversation with the landlord. During that conversation the landlord informed her that in order to remove the strip, he needed to open the door. The tenant stated that the landlord added that he would do it again when it was time to replace the strip.

Both parties agreed that the landlord opened the door to remove the strip. The extent to which the door was opened was not agreed upon. The landlord stated he opened it by four inches and the tenant stated he opened the door halfway. However, the tenant agreed that the landlord did not enter the suite and that he placed a notice in the public areas to notify the residents of when the strips would be reinstalled.

The tenant agreed that the landlord had never entered the suite without notice prior to this incident and has not done so since then.

### **Analysis**

Regarding the landlord's right to enter the rental unit, Section 29 of the *Residential Tenancy Act* states that 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.

In this case, I find that on February 09, 2023, the landlord did not give notice to enter the suite but did not enter the suite. The landlord cracked open the door after the tenant did not respond to his knock. The tenant agreed that the landlord did not enter the suite.

Based on the above, I find that landlord did open the door but did so for the purpose of removing the transition strip. The landlord did not enter the suite. The landlord provided notice to all residents for the reinstallation of the strip.

The tenant testified that this was a one-time incident and had never happened prior to February 09, 2023, and has not happened since.

Based on the above I find that what transpired on February 09, 2023 is not reason enough to suspend or set conditions on the landlord's right to enter the rental unit or grant the tenant authority to change the locks.

I further find that the landlord has taken steps to ensure that he provides notice to the residents regarding any maintenance work to be done whether it requires entry into suite or not.

Therefore, I find that the tenant has not proven sufficient reason to suspend or set conditions on the landlord's right to enter the rental unit or be granted authority to change the locks. Since the tenant has not proven her case, she must bear the cost of filing her application.

### **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: June 08, 2023

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Residential Tenancy Branch