



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

A matter regarding AFFORDABLE HOUSING CHARITABLE
ASSOCIATION and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes LRE, OLC
 OL

Introduction

This hearing was convened by way of conference call concerning applications made by the tenants and by the landlord. The tenants have applied for an order limiting or setting conditions on the landlord's right to enter the rental unit, and for an order that the landlord comply with the *Residential Tenancy Act*, regulation or tenancy agreement. The landlord has applied for an order that the tenants comply with the tenancy agreement.

Both tenants and an agent for the landlord attended the hearing, and the tenants were assisted by an Interpreter, who was affirmed to well and truly interpret the hearing from the English language to the tenants' Native language and from the tenants' Native language to the English language to the best of the Interpreter's skill and ability. One of the tenants and the landlord's agent gave affirmed testimony and the parties were given the opportunity to question each other.

At the commencement of the hearing I questioned the parties with respect to exchanging evidence. The landlord has provided evidence of having served the tenant with the Notice of Dispute Resolution Proceeding by registered mail, and advised that the evidence was included. I found that the landlord's evidence had been provided to the tenants in accordance with the *Act*.

The tenants have also provided evidence of sending 2 registered mail packages to the landlord and orally provided 2 tracking numbers. However the landlord advised that the evidence of the tenants has been received with the exception of the tenancy agreement, a documented objection to entering the apartment, and entry letter. Since the parties did not agree that all of the tenants' evidence was provided to the landlord, I checked the Canada Post website, and only 1 of the tracking numbers shows a result.

Therefore, I accept the tenants' evidence with the exception of the tenancy agreement, a documented objection to entering the apartment, and entry letter. All evidence of the landlord is considered in this Decision.

During the course of the hearing the tenant indicated that the application for an order that the landlord comply with the Act, regulation or tenancy agreement has been resolved. Therefore, I dismiss that portion of the tenant's application.

Issue(s) to be Decided

The issues remaining to be decided are:

- Have the tenants established that the landlord's right to enter the rental unit should be limited or allowed conditionally?
- Has the landlord established that the tenants should be ordered to comply with the tenancy agreement?

Background and Evidence

The tenant testified that this month-to-month tenancy began on March 1, 2022 and the tenants still reside in the rental unit. A copy of the tenancy agreement has been provided for this hearing stating that rent in the amount of \$1,500.00 is payable on the 1st day of each month. The tenant testified rent for last month was \$619.00 and is now \$672.00 this month, which changes when the landlord thinks the tenant's income has changed. On February 1, 2022 the tenants paid a security deposit to the landlord in the amount of \$450.00 which is still held in trust by the landlord, and no pet damage deposit was collected. The rental unit is an apartment suite.

The tenant further testified that the landlord gives the tenants notice of what dates the landlord will enter the rental unit, but not times. Also twice in a month, and the law says once per month and must give the reason, but that has never happened.

With respect to the landlord's application, the tenant testified that the dishwasher is mobile and doesn't need installation, and there is no conflict between the tenancy agreement and the dishwasher, but should be treated the same as a coffee machine. No alterations have been done to the kitchen. The dishwasher sits on top of the table like any kettle. The tenant has also provided a copy of a letter from an Occupational Therapist dated July 11, 2024 which states that as a result of the tenant's injuries, the

occupational therapist recommended the mobile dishwasher, as it sits on top of the kitchen cabinet, does not require any changes to plumbing, electricity or the structure of the kitchen; it has been proven effective as an aid to reduce the impacts of injury on the patient, referring to the tenant (OA).

The tenant also testified that the tenants installed a lock on the bedroom door and offered to give the landlord a copy of the key. However, the landlord refused it and said that the tenants had to remove it. Recently the tenants had a guest with children and the tenant found some of them going into the tenants' bedroom to play. There is nothing in the tenancy agreement stating that it is prohibited, except for the lock on the entrance door.

With respect to the landlord's application regarding a bidet, the tenant testified that again no alterations have been made; but the water is taken from the sink.

The landlord's agent testified that over the last month the landlord's agents have entered the rental unit 3 times: April 16, 2024 for pest control; May 9, 2024 for a suite inspection; and June 6 for a follow-up inspection. The landlord has provided a copy of a Notice to Enter Suite stating that the landlords will be entering the suite on April 16, 2024 between 9:00 a.m. to 5:00 p.m. to perform an inspection. Another notice is in the form of a letter dated April 23, 2024 indicating that the landlord will be inspecting the suite on May 9, 2024 between the hours of 9:00 a.m. and 5:00 p.m. Another notice dated May 29, 2024 states that the unit will be re-inspected on June 6, 2024 to ensure that the items in the letter have been addressed, including unauthorized door locks and chains to be removed, and to remove the dishwasher and bidet. Another notice for that inspection states that the landlord will be entering the suite on June 6, 2024 between 10:00 a.m. to 2:00 p.m. to perform a suite inspection.

The landlord's agent also testified that there are 42 units, and not knowing when the pest control personnel will be at the rental unit, the Notice to Enter says 9:00 a.m. to 5:00 p.m. The tenants had a dishwasher, a bidet and a few issues that the landlord's agents asked the tenant to remove from the May 9, 2024 inspection. Copies of the notices to enter have been provided for this hearing.

The tenancy agreement specifies, in part, that:

17. The Tenant will not make or cause any structural alteration to be made to the rental unit or residential property... The Tenant may not install a washer or dryer

(unless hook-up facilities are provided), a dishwasher or similar equipment without the Landlord's prior written consent.

The dishwasher hooks up to the faucet, and numerous times the tenants were asked to put a request in writing. If it attaches to a faucet, it damages the faucet.

Tenants are not permitted a bidet, but has to have a plumber certified to install it; it splices into the toilet. The same clause in the tenancy agreement prohibits it, and the landlord's agent does not know if a plumber installed it.

The tenancy agreement also specifies that a tenant may not install locks. It states:

32. LOCKS. The Landlord must not change locks or other means of access to residential property unless the Landlord provides each Tenant with new keys or other means of access to the residential property. The Landlord must not change locks or other means of access to a rental unit unless the Tenant agrees and is given new keys. The Tenant must not change locks or other means of access to common areas of the residential property, unless the Landlord consents to the change, or his or her rental unit, unless the Landlord consents to the change.

The door to the Tenant's rental unit must be kept closed, and in the Tenant's absence, locked. Subject to the Act no lock or security device, such as a door chain or alarm system, may be installed or changed or altered, and extra keys must not be made for any lock in the residential property or rental unit, except with the prior written consent of the Landlord. The entry to any part of the residential property or rental unit by unauthorized possession of a key or otherwise by any person is a breach of a material term. The Tenant will be responsible for any cost incurred to regain entrance to the residential property or rental unit including any damage and all necessary repairs, in the event the Tenant locks themselves out of the residential property or rental unit.

The landlord has tried on multiple occasions, writing letters requesting the tenants to ask for written permission. The landlord has also provided copies of 2 letters from the tenant, neither of which are dated. The first accuses the landlord's building manager of racist treatment and harassment. It also suggests that the landlord write a letter of apology and \$2,000.00 compensation. The second letter prohibits the landlord from future attempts to enter the rental unit, and to stop the harassment.

Analysis

Firstly, the *Residential Tenancy Act* specifies that a landlord must not enter a rental unit that is the subject of a tenancy as follows:

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;

(2) A landlord may inspect a rental unit monthly in accordance with subsection (1) (b).

In this case, the landlord's notice to enter states that the landlord will be entering the rental unit on April 16, 2024 between 9:00 a.m. to 5:00 p.m. to perform a suite inspection, and the landlord's agent testified it was for pest control. The next notice to enter is in the form of a letter dated April 23, 2024 stating that the landlord will be inspecting the suite on May 9, 2024 between the hours of 9:00 a.m. and 5:00 p.m. The tenant seeks an order that the landlord give a time to enter.

A tenant is not required or prohibited from attending during the entry by the landlord, but may be present if the tenant prefers to be; it is the tenant's home. I do not accept that it is reasonable for the landlord to notify the tenant that the landlord might enter at any time between 9:00 a.m. and 5:00 p.m. The Act states the notice to enter must include a time of entry, not at any time within an 8-hour period. I accept the undisputed testimony of the landlord's agent that there are 46 units, however I see no reason that the landlord could not stagger inspections to give a more realistic time to the tenant. In the case of contractors or pest control personnel, the landlord has an obligation to ensure that the tenant is aware of the time that the rental unit will be inspected, not at any time during the day, and perhaps contractors need to be educated.

The next notice to inspect states that the rental unit will be re-inspected on June 6, 2024 to ensure the tenant has complied with the landlord's request to remove the locks and chains, remove the dishwasher and remove the bidet. It does not indicate when on that date the landlord will enter, but is accompanied by a notice to enter the suite on June 6, 2024 between 10:00 a.m. to 2:00 p.m. for performing a suite inspection. I do not see that the landlord could not perform a suite inspection, looking for specific items, to not be able to give the tenant a more accurate time to enter, or that it would take 4 hours.

The tenant testified that the tenant needs to know what time the inspection will take place, and I accept that. The *Act* states that a landlord may inspect monthly, and I find that a follow-up inspection is in addition to the inspection for pests and for prohibited items in the rental unit. To inspect a rental unit more than once within a month is prohibited under the *Act*.

I order the landlord to enter the rental unit following Section 29 as set out above, and that the landlord give a more accurate time for entry in the notice to enter. I further order that the landlord may inspect the rental unit monthly.

With respect to the landlord's application, the evidence shows that the tenant signed the tenancy agreement on February 1, 2022. Although I agree that the dishwasher and bidet are not structural alterations, the tenancy agreement also specifies that the tenant may not install a washer or dryer or a dishwasher or similar equipment without the landlord's prior written consent. Therefore, I order the tenant to remove the dishwasher and bidet and to not reconnect either of them without the prior written consent of the landlord.

With respect to the lock on the bedroom door, the tenancy agreement specifies that the entry to any part of the rental unit by unauthorized possession of a key or otherwise by any person is a breach of a material term. Therefore, I order the tenant to remove the lock on the bedroom door.

Conclusion

For the reasons set out above, I hereby order the landlord to give notice before entering the rental unit and to give a more realistic time to enter, rather than any time between 9:00 a.m. and 5:00 p.m. or similar.

I further order the landlord to limit inspections to monthly.

I further order the tenant to remove the dishwasher, the bidet and the lock on the bedroom door forthwith, and to not re-install any of those items without the prior written consent of the landlord.

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: August 12, 2024

Residential Tenancy Branch