



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC O

Introduction

This hearing dealt with an application by the tenant for monetary compensation. The tenant, a witness for the tenant and an agent for the landlord participated in the teleconference hearing.

Issue(s) to be Decided

Is the tenant entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on January 1, 2006.

The tenant has applied for monetary compensation on the basis that the landlord has repeatedly served the tenant with notices of entry that indicate a time frame of 8:00 a.m. to 5:00 p.m. The tenant submitted copies of seven notices of entry. The first three notices give notice of entry for two consecutive days: March 15 and 16, 2011; April 27 and 28, 2011; and May 2 and 3, 2011. The remaining notices are dated for October 7, 17, 21 and 28, 2011. All of the notices indicate an entry time of 8:00 a.m. to 5:00 p.m.

The tenant stated that he does not want the landlord to enter his unit when he is not present, so he has to wait all day long when the landlord intends to enter his unit. Sometimes the landlord does not even show up. The tenant has claimed \$200 in compensation for the harassment and inconvenience that the landlord has caused with the notices of entry.

The landlord's response was that they give notices of entry in a timely manner, and where they are able to give tenants more specific times, they do that. Some units take ten minutes, and some take an hour. The landlord stated that right now there is a \$3.5 million project going on, and there are a lot of different contractors coming in. The landlord acknowledged that there have been a lot of notices, and there will be more.

Analysis

Section 28 of the Act states that a tenant is entitled to quiet enjoyment of the rental unit, including reasonable privacy, freedom from unreasonable disturbance and exclusive possession of the rental unit subject only to the landlord's right to enter the rental unit in accordance with section 29.

Section 29 of the Act requires the landlord to either gain the tenant's permission or give the tenant written notice before entering the rental unit. The notice must give the purpose for entering and the date and time of the entry.

When a landlord gives proper written notice of entry, at a specific time and date for a reasonable purpose, the tenant does not have a right, under the Act, to insist on being present when the landlord attends. However, under the Residential Tenancy Policy Guidelines, a tenant may be entitled to compensation for loss of quiet enjoyment if the landlord enters the rental unit frequently.

In this case, I find that the landlord has not given proper notice of entry, because they did not specify a time on each of the notices of entry. Further, I find that a total four notices of entry in one month is excessive. The landlord needs to take steps to schedule entry into tenants' rental units at specific times, and may need to coordinate contractors to carry out more than one task at once, rather than schedule several attendances on different dates.

I find that the tenant is entitled to some monetary compensation for the landlord's excessive number of attendances to the rental unit in the month of October 2011. However, I do not find that \$200 is reasonable. I grant the tenant \$100 compensation for his loss of quiet enjoyment in October 2011.

Conclusion

I grant the tenant compensation of \$100. The tenant may deduct that amount from his next month's rent.

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: November 18, 2011.

Residential Tenancy Branch