



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      LRE, OLC, FF

### Introduction

This matter dealt with an application by the Tenant for an Order suspending or setting restrictions on the Landlord's right to enter the rental unit, for an Order that the Landlord comply with the Act or tenancy agreement and to recover the filing fee for this proceeding.

### Issue(s) to be Decided

1. Is the Tenant entitled to an Order restricting the Landlord from entering the rental unit?
2. Is the Landlord in breach of the Act or tenancy agreement?

### Background and Evidence

The Landlord said this month-to-month tenancy started in December 2010 however the Tenant claims it started on October 15, 2009. The rental unit is a basement suite in the Landlord's residence. The suites are joined by a door that opens from the Landlord's living room into the rental unit. The door on the Landlord's side is currently blocked with a washing machine. The Parties also share a mailbox, the sole key of which is in the possession of the Landlord.

The Tenant claims that during the tenancy, the Landlord has opened 3 pieces of his mail and has written apologies on the outside of the envelopes. The Tenant also claimed that on one occasion, the Landlord's daughter opened a package addressed to him which contained a laptop computer. The Landlord said she recalled only one incident where she opened the Tenant's mail and that this was done by accident. The Landlord said she the mail was a type of financial statement that she also received and when she realized her mistake, she immediately wrote the Tenant a note of apology. The Landlord said she was unaware that her daughter had opened a parcel addressed to the Tenant and claimed that her daughter likely had done so accidentally as she was also expecting a computer as a promotional item from an internet service provider.

The Tenant also claims that shortly after the tenancy started, a flooring contractor opened the door between his suite with the Landlord's. The Tenant said he believes

that approximately 4 months ago someone again tried to enter through this door as the belongings he has piled up in front of the door were moved. The Landlord said she did not try to enter the Tenant's suite nor did her daughter. The Landlord said she could not account for this attempted entry.

The Tenant further claims that the Landlord has approached him a number of times about an odour allegedly coming through the furnace vents from the rental unit that was making her and her daughter nauseous. The Tenant denied that there was an odour in the rental unit and said he believed the smell was coming from the ceiling area of the Landlord's bedroom. Consequently, the Tenant said he believes there may be a leak in the roof. The Landlord said the Tenant has a large amount of belongings in the rental unit and does not open his windows to allow fresh air to circulate. Consequently, the Landlord said she believes the smell may be the result of poor air circulation.

### Analysis

I find that the issue of the Tenant's mail being opened is not one that can be resolved in this matter. The Act does not require the Landlord to provide the Tenant with separate mail facilities and there is no evidence that mail facilities are included in the Tenant's rent under the terms of the Parties' tenancy agreement. Consequently, this part of the Tenant's application is dismissed without leave to reapply. If the Tenant believes the Landlord and her daughter are opening his mail, he must either make a complaint with Canada Post and/or obtain his own separate mail box.

Section 70(2) of the Act says that the director may prohibit a landlord from entering a rental unit or authorize a tenant to change the locks if satisfied that a landlord is likely to enter a rental unit other than as authorized under s. 29 of the Act. Section 29 of the Act says that a Landlord must not enter a rental unit without the permission of the Tenant unless there is an emergency or the Landlord gives the Tenant 24 hours notice in writing. In this case, I find that there is little evidence to conclude that the Landlord has or will enter the rental unit without the Tenant's consent. Consequently, this part of the Tenant's application is dismissed. The Parties may wish to consider putting a lock on the Tenant's side of the door to prevent any guests from inadvertently opening the door (however I make no order in this regard).

I also find that there is little that can be done about the Landlord asking the Tenant to ventilate the rental unit to remove an alleged odour. The Parties have different beliefs regarding the source of an alleged odour however neither provided any reliable evidence regarding the actual source of it. Consequently, this part of the Tenant's application is dismissed with leave to reapply. The Parties may wish to consider inspecting the whole of the rental property to try to find the source of the odour (however I make no order in this regard).

Conclusion

The Tenant's application to recover the filing fee for this proceeding is dismissed without leave to reapply. The Tenant's application to restrict the Landlord from opening his mail is dismissed without leave to reapply. The balance of the Tenant's application is dismissed with leave to reapply.

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 14, 2012.

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Residential Tenancy Branch