



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MNDC, OLC, LRE, FF*

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* for a monetary order for compensation in the amount of \$500.00 and for the recovery of the filing fee. The tenant also applied for an order directing the landlord to comply with the *Act* and to suspend or set conditions on the landlord's right to enter the rental unit. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

At the start of the hearing, the tenants informed me that they wished to withdraw their application for compensation and their application to restrict landlord's access to the rental unit. Accordingly, this hearing only dealt with the tenant's application for an order directing the landlord to comply with the *Act* and for the recovery of the filing fee.

Issues to be decided

Is the landlord acting in a manner that is non compliant with the *Act*? Is the tenant entitled to the recovery of the filing fee?

Background and Evidence

The tenancy started on October 01, 2012 for a fixed term of 11 months. The monthly rent is \$1,000.00 due on the first of each month.

The tenant testified that as per the addendum to the tenancy agreement, the tenants were responsible for the care of the lawn mower while it is in their possession. However, the landlord took away the key and the battery, thereby rendering the tenants unable to use the lawn mower. This issue was discussed at length and during this discussion, the landlord agreed to return the key and the battery to the tenants no later than June 23, 2013. The landlord understood that if he was unable to return the keys and the battery by this date, the tenants were at liberty to hire someone to mow the lawn and present the bill to the landlord for reimbursement. This arrangement would cease to be in place once the key and battery were in the tenants' possession.

The tenant also stated that the landlord visited the unit on two occasions to carry out maintenance and during these visits; the landlord used tools that belonged to the tenants, without their permission. The tenants agreed that the landlord did provide at least 24 hours notice prior to visiting the rental unit.

The landlord denied having used the tools that belonged to the tenant. He stated that he was a contractor and possessed his own tools that he used when carrying out repairs at the rental unit.

Analysis

Section 29 1 (b) of the *Residential Tenancy Act* which states that a landlord must not enter a rental unit that is subject to a tenancy agreement for any purpose unless 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;

Based on the testimony of both parties, I find the landlord provided the tenant with at least 24 hours written notice and therefore I find that the landlord acted in compliance with section 29 of the *Residential Tenancy Act*.

The tenants withdrew the major part of their application and have not proven that the landlord contravened the *Act* and therefore I decline to award the tenants their filing fee.

Conclusion

The landlord will return the lawn mower key and battery to the tenants no later than June 23, 2013. The tenants must bear the cost bear the cost of filing this application

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: May 29, 2013

Residential Tenancy Branch