



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HFBC Housing Foundation
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes LRE, LAT, FF

Introduction

This was a hearing with respect to the tenant's application for an order suspending or setting conditions on the landlord's right to enter the rental unit and for an order authorizing the tenant to change the locks to the rental unit. The hearing was conducted by conference call. The tenant attended and she was assisted by her daughter, who acted as her representative and translator. The landlord's administrative manager attended as the landlord's representative.

Issue(s) to be Decided

Should the landlord's right to enter the rental unit be suspended?

Should conditions be placed on the landlord's right to enter the rental Unit?

Should an order be made authorizing the tenant to change the locks to the rental unit?

Background and Evidence

The rental unit is an apartment in the landlord's housing complex in Vancouver. The tenancy began approximately 15 years ago. The tenant provided a written submission and she provided oral testimony with the assistance of her daughter, who spoke on her behalf. The tenant said that on Tuesday, June 4, 2013 she was at home in the rental unit preparing to go to work. At approximately Noon a form entitled: "REMINDER NOTICE: RENT PAYMENT DISCREPANCY" was slipped under her door. The form was dated June 4/2013; it stated that the tenant overpaid her June rent in the amount of \$3.00 and instructed her to deduct the overpayment from her July rent payment. The tenant picked up the form, read it and put it on her dining room table. Later the tenant heard someone inserting a key into the lock and turning it. The tenant thought it might be her daughter and went to the door to greet her. She said she was shocked when door opened and a woman, a complete stranger to her, started to step into the rental unit. The tenant confronted her. She said in her written submission that:

I was so shocked I angrily asked “Who are you and what are you doing? Why are you coming into my apartment?”

According to the tenant the woman identified herself as the building manager and asked if she received the “Reminder Notice”. She did not provide any proper explanation for entering her unit. The tenant said she was shocked by the unauthorized entry and now feels insecure in her own apartment. The tenant has concerns about her own security and that of her 20 year old daughter who lives with her. The tenant has applied for approval to change the locks to the rental unit. The tenant said there was another incident several years previously when maintenance staff came into her apartment without notice, removed a water faucet and replaced it with a defective and used faucet.

The tenant said that there is a lack of security in and around the rental property and she would like permission to change the locks and add a second lock to her door.

The landlord did not submit any documentary evidence in response to the tenant’s claim. The landlord’s representative was dismissive of the tenant’s claim that the building manager entered her apartment without permission or notice. He pointed out what he perceived as inconsistencies between the tenant’s oral testimony and her written description of the June 4th incident. The landlord did not call the building manager to testify as to the events on June 4th. The landlord’s representative testified that the building manager told him that she did not enter the tenant’s rental unit on June 4th and he said that I should prefer his testimony over that of the tenant. The landlord’s representative also testified concerning the dangers in the case of an emergency if the locks are changed and the landlord does not have a key to enter a rental unit.

Analysis and conclusion

I accept and prefer the tenant’s evidence that her rental unit was entered without notice or permission by the building manager on June 4, 2013. I did not find that there were discrepancies or inconsistencies in the tenant’s evidence about the incident. If there were any discrepancies they resulted from the process of translation with the assistance of the tenant’s daughter rather than from any actual inconsistency in the tenant’s recounting of events. The landlord’s evidence as to the incident consisted solely of the hearsay testimony from the landlord’s representative about the incident. The landlord did not offer to have its building manager testify and did not even bother to provide a written statement from her.

The tenant has requested that I grant her permission to change the lock to the rental unit because of the incident. I am not prepared to make an order authorizing the

changing of locks based on this one incident because of the very real concerns of the landlord about entry to the tenant's unit in the case of a genuine emergency that could put other residents in jeopardy if emergency entry was delayed by a lack of access.

I do find that the unauthorized entry that occurred on June 4th, 2013 constitutes a significant infringement of the tenant's right to quiet enjoyment and I find that if there should be a repeat occurrence, it will justify a further application by the tenant both to claim monetary compensation for loss of quiet enjoyment and to renew her application for an order permitting her to change the locks to the rental unit.

I direct the landlord to provide specific instruction to its building manager as to the requirements for a reasonable purpose and at least 24 hours written notice before entering a tenant's rental unit. The landlord should review the contents of the Residential Tenancy Policy Guideline No. 7 concerning locks and access with the building manager.

The tenant's request to change the locks to the rental unit is denied, but I find that she is entitled to recover the \$50.00 filing fee paid for her application. She may deduct the sum of \$50.00 from the next installment of rent due to 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: July 11, 2013

Residential Tenancy Branch

