



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OLC, FF

Introduction

This hearing dealt with an application by the tenant for an order directing the landlord to comply with the *Act* and for the recovery of the filing fee.

Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The parties represented themselves.

As both parties were in attendance, I confirmed service of documents. The parties confirmed receipt of each other's evidence. I find that the parties were served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

Issue to be Decided

Has the landlord acted in contravention of the *Act*? Is the tenant entitled to an order directing the landlord to comply with the *Act*? Is the tenant entitled to the recovery of the filing fee?

Background and Evidence

The background facts are generally undisputed. The tenancy began on March 01, 2014. The monthly rent is \$1,400.00 payable on the first day of each month.

The landlord testified that in the late evening of May 27, 2020, the occupant of the apartment below this rental unit complained of water collecting in a bubble on the ceiling. The landlord contacted the tenant who was out at the time and explained the situation. The landlord visited the rental unit around midnight by which time the tenant had returned home.

The tenant agreed that the water that went through his floor on to the ceiling below came from his leaky air conditioner. The tenant took full responsibility for the problem and agreed to cover the cost of repair.

The parties communicated by text message, some of which were filed into evidence. The main issue appears to be setting up an appointment to have the damage assessed and repaired. The tenant complained that the landlord enters his suite without providing notice thereby disrupting his quiet enjoyment of the rental unit. The tenant was unable to provide details of when the landlord entered the suite

The landlord stated that except for the visit on May 27, 2020 and an attempt to deliver an evidence package for this hearing, she has always provided at least 24 hours written notice to the tenant.

The tenant stated that he suspects that there is asbestos in the walls and asked the landlord to take action. The landlord stated that she has already had samples sent for testing and is awaiting the results.

Analysis

The tenant has applied for an order directing the landlord to comply with the *Act*. Other than requesting the landlord to provide at least 24 hours written notice to enter the unit, the tenant did not provide testimony about any other alleged infractions on the part of the landlord.

Based on the documents filed into evidence and the testimony of both parties, I find on a balance of probabilities that it is more likely than not that the landlord does provide at least 24 hours written notice to enter the rental unit.

Regarding the landlord's right to enter the rental unit, Section 29 of the *Residential Tenancy Act* states that 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.

Pursuant to Section 29, I order the landlord to provide at least 24 hours notice of entry to the tenant in writing, prior to entering the rental unit.

I find that the tenant has not proven that the landlord acted in contravention of the *Act* and therefore the tenant must bear the cost of filing this application.

Conclusion

I order the landlord to continue to comply with section 29 of the *Residential Tenancy Act*.

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 07, 2020

Residential Tenancy Branch