



## Notice of Administrative Penalty and Reasons for Decision

File # CEU\_2024\_24741  
September 4, 2025

Hardial Singh Chahal



Via Registered Mail

Jasbinder Singh Purewal



Via Registered Mail

1155382 B.C. Ltd.



Via Registered Mail

To 1155382 B.C. Ltd, Hardial Singh Chahal and Jasbinder Singh Purewal,

### Full Summary of Administrative Penalty

**Name of Respondent:** 1155382 B.C. Ltd, Hardial Singh Chahal (Date of Birth: [REDACTED]) and Jasbinder Singh Purewal (Date of Birth: [REDACTED])

**Rental Address:** [REDACTED]

**Date of Penalty Issued:** September 4, 2025

**Contraventions under the *Residential Tenancy Act (the Act)*:** Section 31(1.1) - Prohibitions on changes to locks and other access

**Outcome of the Investigation:** An administrative penalty in the amount of \$5,000.00 for each day between December 19, 2024-December 22, 2024 (4 days) for a total continuous penalty of \$20,000.00.

#### Summary:

On November 18, 2024, the Compliance and Enforcement Unit (the "CEU") with the Residential Tenancy Branch (the "RTB") became aware through media reports that the owners of the [REDACTED] (the "rental property") 1155382 B.C. Ltd, Hardial Singh Chahal and Jasbinder Singh Purewal (the "Respondents") may have seriously contravened the Act by changing the lock to the rental unit on or about August 28, 2024 and did not provide [REDACTED] (the "tenant") a new key or other means that give access. It was also alleged that the Respondents may have failed to comply with an order of the director dated October 1, 2024. Pursuant to section 87.1 of the Act, an investigation commenced on November 26, 2024.

The Respondents were provided with an Opportunity to be Heard dated April 17, 2025, in accordance with section 87.3(2) of the Act.

Administrative Penalties are issued to promote compliance only after all other attempts to gain compliance have failed. The Respondents' compliance history and the seriousness of the contravention were considered when determining a one-time or continuing penalty.

Under the authority provided by Part 5.1 of the Act, the Case Manager, Compliance and Enforcement ordered an administrative penalty of \$5,000.00 for each day between December 19, 2024, and December 22, 2024 (4 days) for a total of \$20,000 on September 4, 2025.

As explained in the decision, in certain circumstances the Respondents have the right to have the director (or a delegate appointed by them) reconsider a decision to impose an administrative penalty, in accordance with the Act.

The administrative penalty is due on November 4, 2025.

**Contravention or failure to which the penalty relates and applicable sections of the Act:**

Section 31(1.1) of the Act- Prohibitions on changes to locks and other access

*A landlord must not change locks or other means of access to a rental unit unless  
(a) the tenant agrees to the change, and (b) the landlord provides the tenant with new keys or other means of access to the rental unit.*

After being warned of potential daily continuous administrative monetary penalties (AMPs), the Respondents failed to provide the tenant a new key or other means of access to the rental between December 19, 2024, and December 22, 2024.

Section 87.3(1) of the Act - Administrative penalties

*Subject to the regulations, the director may order a person to pay a monetary penalty if the director is satisfied on a balance of probabilities that the person has  
(a) contravened a provision of this Act or the regulations,*

Section 87.4 of the Act - Amount of penalty

*(1) A monetary penalty imposed under section 87.3 (1) may not exceed \$5 000.  
(2) If a contravention or failure referred to in section 87.3 occurs over more than one day or continues for more than one day, separate monetary penalties, each not exceeding the maximum under subsection (1) of this section, may be imposed for each day the contravention or failure continues.*

**Background:**

On April 16, 2025, I was provided with an Investigation Report from Compliance and Enforcement Investigator R.L. (the "Investigator") which included all evidence gathered during the investigation, analysis of the evidence and recommendation for administrative monetary penalties. Based on my review of this report and all supporting materials, I will summarize the background events to provide context leading up to the commencement of the CEU investigation.

The property is a known as "██████████" which consists of 24 rooms with some including a kitchenette. The motel is in Lumby, BC and was purchased by the Respondents in March 2018 for approximately \$370,000.00 and is now valued at approximately \$795,000.00, according to the BC Assessment Authority. Of note, the Respondents, through various ownership structures, also own 33 other properties in BC, primarily located in the North Okanagan region and in particular own 4 other motels in the Lumby and Vernon BC areas.

In a written statement to the Investigator, the tenant stated she left her rental unit on August 23, 2024, for a trip to the coast and when she arrived back home after midnight on August 29, 2024, she was locked out of the rental unit. The tenant stated she called the police and when they attended the rental property, staff alleged that she had failed to pay three months' rent, that she had been gone for 15 days and that she had caused damage. The tenant did not gain entry to her rental unit that night.

On September 26, 2024, the tenant and the Respondents attended an RTB dispute resolution hearing regarding the tenant's application for an order of possession for the rental unit (RTB File# [REDACTED]). Both parties agreed that the tenant had been residing in the rental unit continuously since February 1, 2024, paying a set amount of money each month and that the landlord had removed the tenant's belongings and changed the rental unit's locks by August 28, 2024. During the hearing the Respondents disputed that they had a tenancy agreement as the rental property was a "hotel" and that "motel guests enter an agreement to stay for 28 days".

In a written decision dated October 1, 2024, (the "October 1, 2024, RTB decision") the Arbitrator found that the Act applied and granted the tenant an order of possession. The Arbitrator wrote:

*When all this is considered together, I find the agreement for this unit was a tenancy. The relationship is one in which the Landlord accepted ongoing rental assistance payments, and the Tenant had stayed for months. The Landlord ought to have known the Tenant was staying long-term as they assisted them in doing so by facilitating the Tenant receiving rent assistance. Therefore, I find that the Act applies and that I have jurisdiction over this case.*

and

*I set the effective date of the Order of Possession for two days after the notice is served, as the Tenant is currently unhoused. The Tenant being unhoused creates a pressing need for the Tenant to be allowed to retake possession of the rental unit.*

The tenant stated that she attended the rental property with an advocate on or about October 3, 2024, and served the October 1, 2024, RTB decision by leaving a copy with the landlord's agent (property manager).

On October 8, 2024, the tenant obtained a Writ of Possession from the BC Supreme Court<sup>1</sup> (the "October 8, 2024, writ of possession") which also included an order that stipulated "*no filing fees for writ of possession application and related fees for bailiff*". On or about October 16, 2024, the tenant attempted to engage the services of a bailiff, however, the company could not assist without payment for services.

#### **The CEU Investigation:**

After becoming aware of the allegations on November 18, 2024, Compliance and Enforcement Officer J.L. (the "CO") made several attempts to contact the tenant and on November 26, 2024, he spoke with the tenant who stated she was still locked out and temporarily staying at a hostel. The Investigator commenced an investigation on November 26, 2024, in accordance with section 87.1 of the Act.

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<sup>1</sup> BC Supreme Court file [REDACTED]

On November 27, 2024, the Respondents were served with a Notice of Investigation (the “November 27, 2024, Notice”) which outlined the allegations and provided the Respondents with information about tenancy laws in BC.

The Investigator confirmed with a representative of the bailiff company that the tenant had approached them to help enforce the October 8, 2024 writ of possession, that the fee waiver was problematic for them because it implied that they work for free when in this case the work was estimated to be \$1,500.00, and when the tenant could not pay they could not provide the service.

On December 9, 2024, [REDACTED], property manager for the rental property (the “property manager”) sent the Investigator an email which included a letter signed by the property manager and “SUMAN” as the “EYEWITNESS”. The letter opens to state that:

*I am writing to bring to your attention the following issues involving [REDACTED], a renter at Ramshorm Motel from February 2, 2024-August 16, 2024, in room 222(referred by [REDACTED], she is a shelter home nurse). Her total rent was \$9,435.29, of which she only paid \$8,305.20. She consistently failed to pay rent on time and still owes \$1,130.09.*

The letter further outlined other issues including a bug infestation in the rental unit which led to complaints from four nearby tenants who claimed to have been infected, poor maintenance of the rental unit and the financial and reputational harm to the property caused by the bug infestation given that the motel had recently opened in June 2023.

The email also included the following attachments:

- 11 rent invoices and payment summaries ([REDACTED] “Guest Folios”) from February 2, 2024, to August 16, 2024
- a service report dated September 6, 2024, issued by Orkin Canada, a pest control company for the bed bug treatment applied to the rental unit and three other rooms, as well as “two inaccessible storage rooms”
- an invoice from Orkin Canada dated September 7, 2024, in the amount of \$1,575.00 for the bed bug service done on September 6, 2024, and
- two photos of the same notice posted on the door of the rental unit dated May 5, 2024, about two months rental arrears and that tenant must leave by June 5, 2024.

On December 10, 2024 the Investigator spoke with the property manager who stated that when the tenant was away in mid-August, and did not reply to their attempts to contact her regarding bed bugs they believed to be coming from her rental unit, they hired a locksmith to change the locks (from a manual lock to an electronic lock) and they removed all of her belongings. When the tenant arrived home, they offered her the electronic key, but she never responded. The property manager stated that the landlord would be reluctant at this time to allow the tenant access because of bed bugs and the condition of the unit and that the Investigator should contact Hardial Singh Chahal (H. Chahal), as he had more knowledge of residential tenancy laws.

On December 12, 2024, H. Chahal spoke with the Investigator and confirmed he was aware of the October 1, 2024, RTB decision but worried about the tenant being allowed back in the rental unit because he believed she was the cause of the bed bugs, and it caused “financial and reputational

damages to their property". H. Chahal was provided with information about applying for dispute resolution services if there were issues with a tenant and referred him to the email sent earlier from the Investigator which stated that the landlord was required to provide the tenants means of access to the rental unit and "*failure to comply with the Residential Tenancy Act including the Arbitrator's Order may result in a recommendation of an administrative penalty of up to \$5,000.00 each day the contravention continues.*"

On December 16, 2024, the tenant obtained an "ORDER MADE AFTER APPLICATION" from the BC Supreme Court (BCSC) which named the Respondents as "Defendants" (the "December 16, 2024, BCSC order"):

**THIS COURT ORDERS that:**

1. The defendants are in contempt of the order of Adjudicator Allstad, dated October 1, 2024 and the Writ of Possession dated October 8, 2024.
2. The Royal Canadian Mounted Police/RCMP is authorized to enforce the order of Adjudicator Allstad and the Writ of Possession whereby Ms. Wood is to have access to her former unit for the purpose of retrieving her belongings.
3. Costs of this application are payable by the defendants.
4. Defendants granted leave to purge the contempt order by providing access to Ms. Wood to have peaceable occupation of dwelling in order to retrieve her belongings or by bringing an application to court within 7 days of today seeking further direction related to this order.

On December 17, 2024, the Investigator spoke with the property manager to advise that the tenant should be provided with a key to the rental unit, but the property manager stated that they could not give the tenant access to the rental unit because they had rented it out to someone else that night.

On December 18, 2024, the tenant stated that she served the landlord with the December 16, 2024, BCSC order by sliding it under the main door to the hotel.

On December 19, 2024, the Investigator emailed the Respondents and the property manager to advise that daily administrative penalties of up to \$5,000.00 may be recommended for every day the tenant was not provided with the means of access to the rental unit. On this same date the Investigator spoke with the property manager who stated H. Chahal instructed hotel staff not to give the tenant access and that he was unsure if the room had been rented out again because he was not on site. The Investigator then left a voice message for both H. Chahal and Jasbinder Singh Purewal (J. Purewal) advising them of the potential for recommendations for daily continuous AMP's and they did not respond.

In accordance with the *Freedom of Information and Protection of Privacy Act* ("FOIPPA") the Investigator obtained an RCMP report dated December 23, 2024, which stated that the tenant called requesting assistance to obtain her belongings from the rental property, referencing the December 16, 2024, BCSC order. The RCMP officer contacted the hotel and confirmed the rental unit was occupied by someone else, but the tenants' belongings were stored in the building not the rental unit. The RCMP officer offered to attend with the tenant to retrieve her belongings, but the tenant wanted to stay in her rental unit and take time to move her belongings. It was confirmed again by the RCMP on January 9, 2025, that the rental unit was still occupied by another person.

On January 27, 2025, the tenant and the Respondents attended a RTB dispute resolution hearing regarding the tenant's application to cancel a 10 day notice to end tenancy dated December 19, 2024, monetary order for compensation, tenant access to the rental unit and tenant authorization to change the locks to the rental unit (RTB File# [REDACTED]). During the hearing both parties agreed about the existence of the October 1, 2024, RTB decision and that the tenant still did not have access to the rental unit. The tenant stated that the matter was still proceeding with the BCSC regarding the October 1, 2024, RTB decision.

The parties entered into a settlement agreement regarding the tenants' belongings and the filing fee for this application (the "January 27, 2025, RTB settlement agreement"). However, the Arbitrator declined jurisdiction regarding the remaining matters under section 58(2)(d) of the Act, finding that they were linked substantially to a matter before the Supreme Court (the "January 27, 2025, RTB decision").

On February 26, 2025, the tenant attended the rental property with an RCMP officer to assist with gathering and relocating her belongings. The tenant stated that the Respondents had sent *"two individuals to assist in loading her possessions onto a truck which they then drove to Salmon Arm where her storage unit was located"*.

During the investigation, the Investigator turned her attention to section 31 (1.1) of the Act (prohibitions on changes to locks and other access) after realizing that the name of the landlord was inadvertently misspelled on the October 1, 2024, RTB decision and did not make recommendations for AMP's related to the alleged failure to comply with the decision or order of the director.

**Opportunity to be Heard (OTBH):**

On April 17, 2025, I provided the Respondents with an OTBH which included the April 16, 2025, report, full disclosure of all evidence gathered during the investigation and an assessment for an AMP recommendation (the "OTBH package"). The OTBH package was printed and bound and sent to 1155382 B.C. Ltd by registered mail and received with signature on April 25, 2025, for J. Purewal, a process server left a copy at his residence with an adult (who identified themselves as his wife) who apparently resides with him and April 27, 2025 and on April 29, 2025 the process server left a copy with H. Chahal by posting the OTBH on his front door, at his place of residence.

In my OTBH Notice I informed the Respondents that I would be considering recommendations for a \$5,000.00 AMP for each day between December 19, 2024, and December 23, 2024 (five days), for a total penalty of \$25,000.00 for the alleged contravention of section 31(1.1) of the Act for failing to provide a key or other means of access to the tenant to re-enter the rental unit. They were also informed that I was providing them with time to respond before I made any final decision, in accordance with section 33(3) of the Residential Tenancy Regulation (the "Regulation").

I am satisfied that the Respondents were served with the OTBH package on April 25, 2025, April 27, 2025, and April 29, 2025, in accordance with sections 88(c) of the Act (the corporation), section 88(e) of the Act (for J. Purewal) and section 88(g) of the Act (for H. Chahal).

### Response to OTBH:

On April 29, 2025, the Respondents sent an email in response to the OTBH which included the following 34 pages:

- a 2-page typed letter dated April 29, 2025, addressed to me, from the corporation, H. Chahal and J. Purewal.

The same documents sent to the Investigator on December 9, 2024, were sent to me:

- 11 rent invoices and payment summaries ([REDACTED] "Guest Folios") from February 2, 2024, to August 16, 2024
- a service report dated September 6, 2024, issued by Orkin Canada
- an invoice from Orkin Canada dated September 7, 2024, in the amount of \$1,575.00 for the bed bug service done on September 6, 2024, and
- two photos of the same notice posted on the door of the rental unit dated May 5, 2024, about two months rental arrears and that tenant must leave by June 5, 2024.

And:

- An email exchange between the [REDACTED] and a "Shanna S" about someone name "Richard" leaving room 221 early due to *"some possible big/insect issue in his room"*
- A September 6, 2024, receipt from "Cashier: Jasbinder" processing a refund for room 221
- An August 22, 2024, email titled "Bed Bug problem" with two black and white pictures of something not identifiable and handwriting which stated "Room 220"
- Screen shot of a black and white iPhone 12 pro max photo of something not identifiable and handwriting that stated *"Room-222 ([REDACTED] videos & photos taken on August 27, 2024 (mentioned here)"*
- 8 pages of 8 black and white pictures (1 photo per page) of what appears to be close ups of a bed and floor taken from various angles, and each page included a handwritten date of August 27, 2024, and *"Guest name-[REDACTED] Room No- 222"*; and
- A copy of the January 27, 2025, RTB decision (RTB file [REDACTED]).

The letter opened with:

I am writing to formally bring to your attention a matter concerning Ms. [REDACTED] who was a tenant at the [REDACTED] - [REDACTED] resided in Room 222 from February 2, 2024, to August 16, 2024. She was referred to us by [REDACTED], a shelter home nurse.

The Respondents wrote about allegation of rental arrears of \$1,130.09, repeated late payments of rent, a bed bug infestation in her room which the tenant failed to inform them about and they spread to adjacent rooms. The Respondents also alleged that the tenant vacated without notice and became unresponsive to attempts at communications. The Respondents alleged that the inspection by the pest control company determined that the infestation came from the tenant's room. In what the Respondents referred to as a "routine welfare check" they found severe infestation and "overall disarray".

The Respondents drew my attention to the January 27, 2025, RTB settlement agreement, referring to the mutual agreement to transport her belongings at their expense to Salmon Arm a “gesture of goodwill”. The Respondents also referred to the attached pest control and payment documents. To close, the Respondents stated that:

As the [REDACTED] only commenced operations in June 2023, this incident has imposed a substantial financial burden and has adversely affected our reputation and business operations.

Additionally, photographs of Room 222, which clearly depict the extent of the infestation, and pest control receipts documenting the treatments conducted in Room 222 and surrounding areas have been included.

We respectfully submit that Ms. [REDACTED] failure to fulfill her rental obligations and her lack of cooperation constituted a breach of tenancy. As a result, the [REDACTED] experienced significant financial loss and reputational damage due to the bug infestation, which adversely impacted our business operations and revenue during that period.

Furthermore, while there was a mutually agreed-upon arrangement between both parties regarding her departure, we kindly request your consideration in granting an exemption from the \$25,000 penalty as stipulated in your order, given the circumstances and the undue hardship caused to our establishment.

We appreciate your prompt attention to this matter.

**Jurisdiction:**

1. Who is the “landlord” as defined by section 1 of the Act?

Section 1 of the Act defines “**landlord**” in relation to a rental unit and includes any of the following:

(a) the owner of the rental unit, the owner's agent or another person who, on behalf of the landlord,

(i) permits occupation of the rental unit under a tenancy agreement, or

(ii) exercises powers and performs duties under this Act, the tenancy agreement or a service agreement;

(b) the heirs, assigns, personal representatives and successors in title to a person referred to in paragraph (a);

(c) a person, other than a tenant occupying the rental unit, who

(i) is entitled to possession of the rental unit, and

(ii) exercises any of the rights of a landlord under a tenancy agreement or this Act in relation to the rental unit;

(d) a former landlord, when the context requires this;

Based on evidence before me, BC Assessment Authority records cite that the rental property is owned by 1155382 B.C. Ltd. The “actual use” is listed as “Motel & Auto Court”. A single property, improved sale

occurred on March 29, 2018, for a cash sale price of \$370,000.00. The total actual value in 2025 was \$795,000.00, in 2024 it was \$825,000.00.

BC Registry Services (BC Company Summary) indicated two directors and two officers:

- H. Chahal (director and officer)
- J. Purewal (director and officer)

The BC Land Owner Transparency Registry (LOTR) records list 1155382 B.C. Ltd as the corporation and four individual interest holders of the corporation:

- J. Purewal
- [REDACTED]
- H. Chahal
- [REDACTED]

Evidence also included Ministry of Social Development and Poverty Reduction (SDPR) shelter information form and a 10 day notice to end tenancy dated December 19, 2024 both signed by J. Purewal, statements from hotel staff that tenancy related questions and direction about this tenant must go through H. Chahal, the two RTB written decisions which indicated that both J. Purewal and H. Chahal attended as "landlord" related to this tenant and rental unit, and the letter provided to me by the Respondents in response to the OTBH which outlined their concerns with rent payments, bed bugs and damages, where they also used language such as "the tenant" and "during her tenancy".

Based on the evidence, I find that 1155382 B.C. Ltd., along with J. Purewal and H. Chahal, meet the definition of "landlord" under Section 1 of the Act. They are the legal owners with documented involvement in tenancy agreements, notices, and dispute resolution at the RTB related to this matter which I find confirms they were correctly named as "landlord" entities. Although the LOTR lists two additional interest holders of the corporation, there is no evidence of their connection to this tenant, and alleged contravention of section 31(1.1) of the Act related to this matter.

## 2. Is there a "tenancy agreement" as defined by section 1 of the Act?

Section 1 of the Act:

- "rental unit" means living accommodation rented or intended to be rented to a tenant;
- "tenancy" means a tenant's right to possession of a rental unit under a tenancy agreement;
- "tenancy agreement" means an agreement, whether written or oral, express or implied, between a landlord and a tenant respecting possession of a rental unit, use of common areas and services and facilities, and includes a licence to occupy a rental unit;
- "tenant" includes
  - (a) the estate of a deceased tenant, and
  - (b) when the context requires, a former or prospective tenant.

In considering whether there was a "tenancy agreement", I relied on the following evidence: two "Shelter Information" forms from SDPR, statements from the tenant and Respondents, 11 pages of the [REDACTED] "Guest Folio" (showing charges and payments between February 2, 2024- August 16, 2024) submitted by the property manager during the investigation and by the

Respondents in their response to the OTBH, statements from the property manager to the Investigator, and affirmed testimony from both parties given in the two RTB dispute resolution proceedings. Although not determinative, the October 1, 2024, RTB decision issued by the director, which found that the Act applied, can offer guidance as the Arbitrator considered matters similar to those before me now.

The first "Shelter Information" form was signed by a property manager and was associated with the tenant and the rental property. This form indicated that tenancy started February 2, 2024, it was a self-contained unit or room, no rent amount was listed and a security deposit of \$500.00 was required. A second SDPR "Shelter Information" was also provided that indicated tenancy started on April 1, 2024, rent was "\$320/week 1300/month", no security deposit was requested, and it was signed by "Jas Singh dba Rams Hotel". The tenant advised the Investigator that because the first form was incomplete, she had issues with obtaining a rental subsidy from a local organization and that is why the second form was done and signed by the owner. In this case, no security deposit was requested but later the property manager texted the tenant in March 2024 to say that they did require the \$500.00 security deposit and the tenant provided copies of this text exchange.

Although the SDPR shelter forms say, "This form is not a tenancy agreement", it does have key features of a standard RTB Tenancy Agreement which is provided as a resource on the RTB website. For example, names of "Tenant(s)" and "Landlord(s)", "Rental" address, "Rental Start Date", rent amount, when rent is due, security deposit information, landlord or property manager address with contact information. There is no requirement in the Act to use a prescribed form and as defined under section 1 of the Act, a "tenancy agreement" can be "...written or oral, express or implied...".

I note that on the [REDACTED] "Guest Folio" for April 12, 2024- April 26, 2024, there was a hand written note on the bottom of the record that stated, [REDACTED] *change to monthly plan in which we do not charge tax from customer*. And on the "Guest Folio" for April 26, 2024-May 24, 2024, there was a hand written note on the bottom that read *"we adjusted all the payments and charged only \$1300/month"*.

I have considered RTB Policy Guideline 9 ("PG9") which was included in the Investigation Report and states:

Under a tenancy agreement, the tenant has exclusive possession of the site or rental unit for a term, which may be on a monthly or other periodic basis. Unless there are circumstances that suggest otherwise, there is a presumption that a tenancy has been created if:

- the tenant gains exclusive possession of the rental unit or site, subject to the landlord's right to access the site, for a term; and
- the tenant pays a fixed amount for rent.

In addition, I considered section I under RTB PG 27-Jurisdiction ("PG27") which states:

The RTA does not apply to vacation or travel accommodation being used for vacation or travel purposes. However, if the accommodation is rented under a tenancy agreement, the RTA applies. For instance, the RTA would likely apply to a winter chalet rented for a fixed term of 6 months"

PG 27 provides some factors to consider that may determine if there is a tenancy agreement:

- whether the agreement to rent the accommodation is for a term;
- whether the occupant has exclusive possession of the dwelling unit;
- whether the dwelling unit is the primary and permanent residence of the occupant;
- the length of occupancy.

Based on my review of the evidence, I find that the landlord rented out the room to the tenant continuously for seven months at a fixed amount of rent, that became “monthly” in April 2024. The Respondents stated that the tenant was referred by a shelter worker and they accepted rent payments from a local social service agency given to help people out of homelessness. In May 2024 they posted a Notice on the rental unit door regarding rent and stated that she must move out by June 5, 2024. The tenant continued to reside in the rental unit from June 2024 to August 2024, paying rent. The Respondents argued that when the tenant left in mid-August for what they characterized as an “extended period of time”, they received a complaint about alleged bed bugs, and after repeated failed attempts to contact the tenant, they hired a locksmith to enter the rental unit. In addition, it was alleged that they found a new lock installed that would be problematic for them to enter in the case of an emergency.

This all suggests that the tenant had exclusive occupation of the rental unit with exception of the landlord’s right to enter and/or in an emergency. In addition, the Respondents were made aware that the tenant was homeless before February 1, 2024, and that this rental unit was her primary and only residence. The Respondents ought to have known that she was not on “vacation” or that this was a second residence which would indicate a temporary stay.

Based on a balance of probabilities when considering the totality of the evidence, I find that a “tenancy agreement” existed as defined in section 1 of the Act.

**Reasons for Decision:**

In my consideration of this matter, I relied on the statements provided by the tenant and their advocate, statements and evidence submitted by the property manager, the statement from H. Chahal to the Investigator, Notices and emails sent to the Respondents by the Investigator and the Respondents’ submissions to me in their response to the OTBH.

It is undisputed that the tenant had been residing in the rental unit since February 1, 2024, and the Respondents changed the lock to the rental unit on or about August 28, 2024. After being ordered by the director to give the tenant possession of the rental unit on October 1, 2024, the Respondents continued to deny access to the tenant. The tenant obtained a writ of possession from the BCSC on October 8, 2024, and the Respondents continued to deny access. After several warnings from the Investigator that they may face continuous daily AMP’s, the Respondents deliberately and continuously failed to provide the tenant a key or other means of access to the rental unit.

The Respondents have argued in their submissions to me that they had reasons not to give the tenant access to the rental unit despite an order of the director and warnings from the CEU, which included:

- failure to pay rent in the amount of \$1,130.09

- failure to notify the landlord about bed bugs in the rental unit which spread to adjacent rooms
- unresponsive to their attempts to contact the tenant and resolve the pest control issue and
- tenant vacated the rental property without notice.

All of which the Respondents characterized as a *“failure to fulfill her rental obligations and lack of cooperation constituted a breach of tenancy”*.

I would like to draw the Respondents’ attention to section 26(3) of the Act. Based on the Respondents’ own admission they removed the tenant’s personal property from the rental unit without her permission and stored it somewhere else on the rental property where the tenant did not have access. As per section 26(3) of the Act, **a landlord must not prevent or interfere with a tenant’s access to their personal property, regardless of whether rent has been paid, unless:**

- The landlord has a court order authorizing such action, or
- The tenant has abandoned the rental unit, and the landlord complies with the regulations.

There is no evidence of a court order or lawful abandonment in this case. The tenant’s temporary absence does not constitute abandonment—especially given her return and successful application for an Order of Possession.

I note in the Respondents submissions to me that they entered the tenant’s room (the day the locks were changed) to conduct a “routine welfare check”. I further note that there was no evidence that the Respondents provided proper notice to enter the rental unit as required by section 29(1)(a)(b) of the Act. Although sections 29(1)(c)-(f) provide for a landlord to enter without notice under section 29(1)(a)(b) of the Act, there is no evidence to suggest any of those conditions were met:

- the landlord provides housekeeping or related services under the terms of a written tenancy agreement, and the entry is for that purpose and in accordance with those terms;
- the landlord has an order of the director authorizing the entry;
- the tenant has abandoned the rental unit;
- an emergency exists and the entry is necessary to protect life or property.

Although section 2(2) of the Regulation exempts a “supportive housing rental unit” from section 29 of the Act, there is no suggestion or evidence that the rental unit in question meets the definition of a “supportive housing rental unit” under section 2.1 of the Regulation.

As alleged contraventions of section 26(3) and section 29(1)(a)(b) of the Act was not part of the recommendations made to me by the Investigator and was not included in my OTBH, I will not be considering additional penalties. If the CEU receives a future complaint alleging a contravention of section 26(3) or section 29(1)(a)(b) of the Act, an investigation may commence, and this warning would likely form part of that.

Further, Section 32(1) of the Act requires landlords to maintain the rental residential property in state of decoration and repair that complies with the health, safety and housing standards required by law and to make it suitable for occupation. Tenants are required under section 32(2) of the Act to maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access. While landlords may pursue remedies for issues such as pest infestations or unpaid rent, these remedies must follow the legal process, such as issuing

a 10-Day Notice to End Tenancy for Unpaid Rent under section 46(1) of the Act or a One-Month Notice for Cause under section 47 of the Act.

Although the Respondent did serve a 10 day notice to end tenancy for unpaid rent, it was not served until December 19, 2024, and was disputed by the tenant through an application for dispute resolution services at the RTB. During this time, the Respondents had still not provided a key or other means of access to the rental unit and the tenant remained locked out.

Whether a tenant has paid rent or not, a landlord cannot physically remove a tenant or change the locks to deny access to the rental unit without following due process in accordance with the Act. Even when a landlord has an order of possession (which the Respondents did not have) they must follow a specific legal process to enforce it. This includes:

1. Serving the order.
2. Waiting for the review period to expire.
3. Applying to the BCSC for a writ of possession.
4. Hiring a court-approved bailiff to carry out the eviction.

During the investigation, the Investigator warned the Respondents, in writing and verbally<sup>2</sup>, of their legal obligation to provide the tenant with access to the rental unit and the potential for daily AMPs of up to \$5,000.00 per day for the alleged continued non-compliance. After careful consideration, I find that the evidence supports that the tenancy was no longer viable as of December 23, 2024, because they had someone else occupying the rental unit and the Respondents would not have been able to provide a key to the tenant.

Despite these warnings from the Investigator and the final warning on December 19, 2024, that she would be recommending AMP's starting that day, the Respondents deliberately and continuously failed to provide a key or other means of access between December 19, 2024, to December 22, 2024, at which time an RCMP officer confirmed that the rental unit was rented out to another person, and I would note this was done without lawfully ending the previous tenancy with the tenant.

**Based on the evidence and a balance of probabilities, I find that the Respondents deliberately and continuously failed to provide a key or other means of access to the rental unit each day between December 19, 2024, and December 22, 2024 (4 days) and an AMP should be ordered pursuant to section 87.3(1)(a) of the Act.**

**Amount of penalty and Assessment of Factors:**

Section 87.3(2) of the Act requires the director to consider the factors set out below in assessing whether to impose an administrative penalty on the basis of a contravention. RTB Policy Guideline 41- Administrative Penalties (PG41) sets out the policy framework and assessment criteria ordinarily used by the director in deciding whether to impose an administrative monetary penalty, and, if an administrative penalty is imposed, to determine the amount of the penalty.

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<sup>2</sup> Written: The November 27, 2024, Notice was served to the corporation and J. Purewal on November 29, 2024, and to H. Chahal on November 30, 2024, and warned by email on December 16, 2024, and December 19, 2024. Verbally: By voicemail to each on December 12, 2024, and same day during a call with H. Chahal.

1) Previous Enforcement Actions for Similar Contraventions

PG 41 describes an enforcement action as an action taken to obtain compliance with laws, orders, or similar legal requirements. A previous enforcement action would be an action set out above that occurred before the contravention at issue took place. The weight given to a previous enforcement action will depend on the length of time that has elapsed since the action. For example, a previous enforcement action that occurred five years ago may be given less weight than one that occurred six months ago.

The Investigator recommended a value of three based on the three previous enforcement actions related to access to the rental unit: 1) the October 1, 2024, RTB decision, October 8, 2024, writ of possession and December 16, 2024, BCSC order which found the Respondents in contempt of the previous two orders.

Based on my review of this evidence, I find that appropriate value for this factor is **3 (three)**.

2) Repeated or Continuous

2(A) Number of repeated contraventions

In PG 41 “repeated” is described as a person repeating the same contravention multiple times over the course of a tenancy, escalating related contraventions over the course of a tenancy or a person repeating the same contravention escalating over multiple tenancies.

The Investigator recommended a value of one for this factor, explaining the contravention of section 31(1.1) of the Act was best captured under “continuous”. Based on my review of the evidence, I find that the contravention occurred on or about August 28, 2024, when the Respondents changed the locks to the rental unit, without agreement with the tenant and they did not provide the tenant with a new key or other means of access. The contravention was not repeated but rather continuous.

I find the appropriate value for this factor is **0 (zero)**.

2 (B) Number of days/weeks/months the contravention has continued

PG41 describes a “continuous” contravention as one that is ongoing or uninterrupted.

The Investigator recommended a value of ten for this factor suggesting that the Respondents continuously locked the tenant out of the rental unit from on or about August 28, 2024, until December 23, 2024 (5 months) and after being warned of potential daily continuous AMPs continued to lock the tenant out between December 19, 2024, and December 23, 2024 (5 days).

Based on my review of the evidence, I find that **10 (ten)** is the appropriate value for this factor. Although the AMP is centered around the four days including the day when the Respondents were warned by the Investigator about the potential for daily continuous AMP’s (December 19, 2024) the undisputed evidence demonstrates that the contravention occurred continuously starting on or about August 28, 2024- December 22, 2024 (116 days). I find it appropriate to assign the highest point value on this factor to reflect the length of time in which the contravention continued overall.

### 3) Gravity and Magnitude

PG41 describes gravity and magnitude as referring to the severity or seriousness of the risk or potential impact resulting from the contravention, and the extent of the impact. Some of the criteria that the director may consider include “the risk to the personal property, finances, or economic well-being of a person.”

The Investigator recommended a value of six for this factor based on the risk to the tenant’s safety, financial and personal well being. After the tenant was locked out of the rental unit, the tenant was forced to stay alone in a campground, her car and hostel. The Investigator suggested that the tenant’s safety was at a higher risk in these temporary situations, compared to being in her rental unit where she had privacy and security. In addition, the tenant incurred unexpected costs associated with being locked out of the rental unit due to the lack of access to her belongings such as clothing and personal supplies. Finally, the Investigator suggested that being prevented access to her laptop which allowed the tenant to connect with family, friends, and community resources also placed a risk on the tenant’s well being.

Based on my review of the evidence, the risk to the tenant’s personal property, finances and economic well being was clear to me. The tenant had been on a short trip before the Respondents changed the locks on her rental unit and when she returned, she was prevented access to her belongings and the rental unit, forcing her to stay in riskier situations, such as her car.

I find that the appropriate value for this factor is **6 (six)** which is represented by 2 points each for the risk to the tenant’s personal property, finances and economic well being.

### 4) Extent of harm to others

In PG41 this factor considers “*The actual harm resulting from the contravention. A person’s physical or mental health can be harmed. Impacts on a person’s mental state can be considered even if medical care or treatment is not required. There can also be economic and fiscal harm arising from damage to property, lost wages and revenue, or the reduction in the value of a material item*”.

The Investigator recommended a value of seven for this factor based on evidence submitted regarding the tenant’s monthly finances before the lock out occurred and afterwards. After being locked out, the tenant was required to travel between places to stay around the Lumby BC and Kelowna BC areas over an extended period, resulting in a significant financial burden. In addition, travel costs to the courthouse regarding the October 8, 2024, writ of possession and the December 16, 2024, BCSC order and back to Lumby BC to serve the orders. The Investigator referred to evidence that the tenant was required to relocate four times to three locations during this time and incurred transportation costs on at least three trips to Lumby to due to the Respondents continued, and undisputed contravention.

Based on my review of this evidence, I find the appropriate value for this factor is **7 (seven)** which is represented by these four times the tenant had to relocate to temporary locations and the three trips to Lumby BC/ [REDACTED] during this time to try and resolve the issue.

### 5) Deliberateness

PG41 describes a deliberate contravention as one that is done on purpose. This means the Respondent intentionally or knowingly contravened the Act. A contravention may not always be deliberate at the beginning, but if the Respondent intentionally or knowingly allows the contravention to continue, the contravention may be considered deliberate.

The Investigator recommended a value of six for this factor based on the Investigator's six communications with the Respondents in which they were informed what their rights and obligations were as landlords in BC and the consequences of noncompliance with BC tenancy laws.

Despite the October 1, 2024, RTB decision, the October 8, 2024, writ of possession, communications and warning from the CEU, the December 16, 2024 BCSC order where the Respondents were found in contempt of the previous two orders, and the warning from the Investigator on December 19, 2024 about the potential for daily continuous AMP's, the Respondents deliberately failed to provide the tenant with a new key or other means of access to the rental unit. The Respondents do not deny that they changed the locks to the rental unit on or about August 28, 2024, and provided reasons for not complying which included an unsubstantiated claim that the tenant caused a pest infestation. Although pest control treatment had been done, there was no evidence the tenant was the cause and even if this was a substantiated claim, the Respondents would not have been permitted to lock the tenant out of the rental as recourse. In addition, locking a tenant out of rental unit when rent has not been paid is not permitted by the Act. In both cases, the Respondents had a legal recourse available to them, and they chose not to pursue that.

I find the egregious nature of the deliberateness of this contravention between December 19, 2024, and December 22, 2024, warrants the maximum value of **10 (ten)** for this factor.

#### 6) Economic Benefit

PG 41 describes economic benefits as "financial gain the respondent obtains from their contravention" and states "For example, if a tenant contravenes the RTA by failing to pay \$12,000 in rent, the economic benefit to them would be \$12,000."

The Investigator recommended a value of six for this factor based on evidence that the tenant previously paid \$1,300.00 per month (approx. \$43 per night) for rent and after the lock out, as noted by the RCMP on December 23, 2024, the rental unit in question had been rented out "numerous times to numerous guests". The Investigator provided screenshots from Booking.com for the [REDACTED] which indicate that a nightly room during winter would cost \$90.00. The Respondents stood to profit an additional \$47 a night by not continuing the tenancy and in this case, by deliberately failing to comply with section 31(1.1) of the Act.

There is no evidence to indicate how many days or weeks the rental unit may have been rented out to someone else and what the exact arrangements would have been between the "guest" or "tenant" and the Respondents. There is also no evidence to indicate how much, if any benefit there was to the Respondents between December 19, 2024-December 22, 2024. While I am not prepared to accept that the Respondents did not experience some financial benefit by renting out the rental unit for a nightly, weekly or monthly amount higher than what the tenant was paying, there is no evidence on which I can base that. Therefore, I find the appropriate value for this factor is **0 (zero)**.

## 7) Efforts to Correct

Policy Guideline 41 describes a Respondent's efforts to correct as a mitigating factor and that the director may consider:

- what, if any, reasonable steps the Respondent has taken,
- how promptly the Respondent acted,
- the completeness of the correction, and
- any extenuating circumstances that may have impacted a Respondent's reasonable efforts.

The formula used to guide a determination of value for this factor sets the values in negative terms, intended to be used to reduce the cumulative score calculated prior to determining a value here. The intention is that a Respondent's mitigation efforts may offset the total value of scores from factors 1 through 6.

The Investigator recommended a value of zero based on there being no evidence that the Respondents made any efforts to comply.

Based on my review of the evidence and the Respondents' submissions made in response to the OTBH, I do not believe that the Respondents had any intentions of complying with the Act and that because they felt they had "reasons" to lock the tenant out and effectively end the tenancy, no amount of information or education would change their mind. Despite an RTB Order and two subsequent orders from the courts, the Respondents did not take any steps to comply with those orders, and this is a pattern reflected in their deliberate and continuous contravention of section 31(1.1) of the Act.

I find the appropriate value for the factor is **0 (zero)**.

### **Penalty assessment score:**

Based on my assessment and in accordance with the formula explained under section F in PG 41, I find the correct value to be applied is **36** (36 multiplied by 142 is equal to \$5,112.00). In accordance with section 87.4(1) of the Act it cannot exceed \$5,000.00.

### **One time or continuous AMP:**

Section 87.4(2) of the Act which stipulates

*If a contravention or failure referred to in section 87.3 occurs over more than one day or continues for more than one day, separate monetary penalties, each not exceeding the maximum under subsection (1) of this section, may be imposed for each day the contravention or failure continues.*

Administrative Penalties are imposed to promote compliance if a person has contravened a provision of the Act or the Regulation; failed to comply with a decision or order of the director; given false or misleading information in a dispute resolution proceeding or an investigation or failed to comply with a demand for records. In this matter, I considered the Respondents' contraventions, including the seriousness of them, when determining whether to impose a one-time or continuing penalty.

The Respondents' persistent refusal to comply with lawful orders and provide the tenant access to the rental unit—despite multiple warnings and clear legal obligations—demonstrates a serious disregard for the Act and their obligations as a landlord in BC. Their actions not only violated the tenant's rights but also undermined the process designed to protect those rights. Imposing a daily AMP in this case is reasonable to deter these Respondents and others to reinforce that landlords must follow due process and cannot unilaterally end tenancies. This penalty serves as a strong signal that continued non-compliance will result in escalating consequences.

**Total administrative penalty**

As explained in my decision, I found that the Respondents deliberately and continuously contravened section 31(1.1) of the Act between December 19, 2024-December 22, 2024 (four days) and that the circumstances warrant an AMP for each of these four days.

**Therefore, I order a \$5,000.00 administrative penalty for each day between December 19, 2024-December 22, 2024 (4 days) for the deliberate and continuous contravention of section 31(1.1) of the Act pursuant to section 87.3(1)(a) and 87.4 of the Act for a total administrative penalty of \$20,000.00.**

**Additional Information:**

Please note that the Act allows for separate monetary penalties of \$5,000.00 for each day a contravention continues. At this time, I am setting the penalty at \$20,000.00 with the expectation that this will ensure compliance with the Act.

If you continue to contravene section 31(1.1) of the Act, you may be subject to additional penalties of up to \$5,000.00 for each day the contravention continues.

Pursuant to section 87.01(4)(a)(b) of the Act, the RTB will be publishing the decision and summary thereof, including penalty payment status.

The \$20,000.00 administrative penalty is to be made payable to the Minister of Finance by cheque, money order or bank draft. Please submit the payment to:

Christy Sorley  
Case Manager, Compliance and Enforcement  
Residential Tenancy Branch  
PO Box 9298 Stn Prov Govt  
Victoria, BC V8W 9J8

**Date by which penalty must be paid November 4, 2025.**

Section 35 of the Regulation states that an administrative penalty must be paid within 60 days after the date of the order. **Please send your payment to my attention at the address noted above by November 4, 2025.**

Sections 87.3 (4) through 87.3 (7) of the Act provide opportunities for the Director to consider alternatives to enforcing all or part of an Administrative Penalty. Any request to consider an alternative can be sent to my attention at the address provided above before the payment due date. The request should include your proposal for an agreement including:

- the actions you propose to take,
- the date by when you propose to have completed those actions, and
- the amount by which you propose the administrative penalty be reduced or whether you propose the administrative penalty be cancelled if those actions are completed by that date.

If an agreement is entered into and you fail to complete the required actions by the specified date, the administrative penalty will once again be due and payable.

**Right to have the Director reconsider the decision imposing the penalty:**

Under section 87.8 of the Act, you have the right to apply to the Director for a review of the matters set out in this notice. Division 2 of Part 5 of the Act applies to any such review. Please note that, as outlined in section 87.8 (4) of the Act, a decision or order of the Director may be reviewed only on one or more of the following grounds:

- a) the person couldn't be heard because of unanticipated circumstances beyond their control;
- b) the person has new and relevant evidence that was not available before the director imposed the administrative penalty;
- c) a procedural error materially affected the decision to impose the administrative penalty or the amount of the administrative penalty;
- d) a technical irregularity or error materially affected the decision to impose an administrative penalty or the amount of the administrative penalty;
- e) the director did not determine an issue they were required to determine.

An application for review of a decision or order of the Director:

- a) must be made in the approved form and in the manner approved by the Director,
- b) must be accompanied by the fee prescribed in the regulation,
- c) must be accompanied by full particulars of the grounds for review and the evidence on which the applicant intends to rely, and
- d) may be made without notice to any other party.

The time limit for filing an application for review is within 15 days after you have received a copy of this decision. In accordance with section 89(3)(c) and section 90 (a) of the Act, you will be deemed to have received this decision on the fifth day after it is mailed, unless received earlier.

Should you wish to exercise this right, complete an Application for Review Consideration of an Administrative Penalty (form #RTB-56). Be sure to clearly indicate the grounds for the review and include all evidence that supports your claim. Submit your application along with the \$50.00 filing fee in person at a Residential Tenancy Branch office or Service BC location or by mailing the form to the Burnaby RTB office (address provided on form #RTB-56). If you submit the form by mail, ensure it is postmarked by Canada Post staff and sent within the 15-day review period. You may pay the filing fee by sending a certified cheque or money order payable to the Minister of Finance to the Residential Tenancy Branch Office or by paying in person at the RTB Burnaby Office or in person at a Service BC Office. If you would like to request a fee waiver, please explain your reasons in writing and submit with your Application for Review Consideration form.

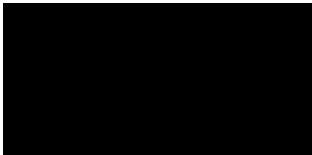
You can find additional information including the Application for Review Consideration of an Administrative Penalty on this webpage: <https://www2.gov.bc.ca/gov/content/housing-tenancy/residential-tenancies/solving-problems/tenancy-compliance-enforcement/outcomes#review>

**Recovery of Administrative Penalty:**

As set out in section 87.9(1) of the Act, an administrative penalty is a debt due to the government. Failure to pay the penalty as ordered will result in the debt being transferred to the Ministry of Finance where interest will accrue and collection action being taken.

In addition, section 59(5)(b) of the Act gives the RTB the authority to refuse applications for dispute resolution, with respect to any matter, if the applicant owes outstanding fees under this Act to the government.

Sincerely,



**\*Signature on original\***

Christy Sorley  
Case Manager, Compliance and Enforcement Residential Tenancy Branch  
PO Box 9298 Stn Prov Govt  
Victoria, BC V8W 9J8



Enclosed:  
September 4, 2025, AMP Order  
PG 41