



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing and Social Development

Decision

Dispute Codes:

CNR

MNDC

ERP

PSF

RPP

LRE

FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant to cancel a Ten-Day Notice to End Tenancy Unpaid Rent dated February 4, 2009.

The tenant's application also requested: an Order compelling the landlord to comply with the Act, Regulation or tenancy agreement; an Order to compel the landlord to make emergency repairs; an Order compelling the landlord to make repairs to the unit, site, property; an Order compelling the landlord to provide service or facilities required by law; an Order that the landlord return the tenant's property; an Order suspending or setting conditions on the landlord's right to enter the rental unit; an Order to obtain possession of the rental unit, an Order to compel the landlord to allow access to (or from) the unit or site for the tenant and the tenant's guests; an Order to authorize the tenant to change the locks on the rental unit; an Order to allow the tenant to assign or sublet because the landlord's permission has been unreasonably withheld; and Other . Both the tenant and the landlord appeared and gave testimony.

Background and Evidence

The tenancy began approximately two years ago and the monthly rent is \$375.00 due on the first day of the month. No security deposit was paid. Both parties had submitted a substantial amount of evidence including copies of notices, a copy of the tenancy agreement, written statements. The tenant submitted details regarding the living conditions and the treatment of the tenants by the landlord that did not comply with various sections of the Act. The landlord's evidence contained details about issues that have arisen during the tenancy.

The tenant acknowledged that the rent was not paid on the first day of the month of February 2009 and that a Ten Day Notice was received. The tenant testified that it was her belief that the notice would not be enforced and was merely a "formality". The tenant testified that the rent for February 2009 and March 2009 were recently paid up-to-date. The payment for rent owed was not made within five days of receiving the Notice. The tenant's application to dispute the Notice, filed on February 19, 2009 was also beyond the five-day deadline provided in the Act.

The tenant testified that the landlord had locked the tenant out of her room without first obtaining an Order of Possession and had illegally entered her room removing all of her property without authorization. The tenant was seeking the return of the tenant's property and access to the building and the rental unit. The tenant was also hopeful that by making this application she would be making it clear that the landlord should be made to follow the Act and not continue to force the residents to endure unsuitable conditions and inappropriate actions by the landlord.

The landlord testified that after the tenant paid the rent owed a receipt was issued for "use and occupancy only". The landlord agreed that the tenant's possessions were illegally confiscated and that they should immediately be returned. The landlord testified that there was a concern regarding the tenant's friends having keys to the building.

A mediated discussion ensued and a mutual agreement was reached by the parties in which the tenant's possessions would be immediately returned by the landlord, all keys, if any, in the possession of the tenant's friends would be returned and the tenant would be granted free access to her rental unit until March 31, 2009 at which time the tenancy would come to an end.

Conclusion

Based on the agreement reached between the parties, I hereby issue an Order of Possession in favour of the landlord effective on March 31, 2009. The tenant must be served with the order of possession. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

This agreement has resolved all matters raised in the tenant's application and therefore the remainder of the application is dismissed without leave.

March 2009

Date of Decision

Dispute Resolution Officer