



# Dispute Resolution Services

Residential Tenancy Branch  
Ministry of Housing and Social Development

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## Decision and Reasons

### **Dispute Codes:**

CNC

MNDC

LAT

### **Introduction**

I have been delegated the authority under Section 9.1 of the *Residential Tenancy Act* (the “Act”) to hear this matter and decide the issues.

I reviewed the evidence provided prior to the Hearing. The parties gave affirmed evidence at the Hearing and the Hearing proceeded on its merits.

### **Issue(s) to be Decided**

This is the Tenant’s application to cancel the One Month Notice to End Tenancy for Cause dated April 27, 2009; for a monetary order for damages or loss under the Act; and for authorization to change the locks on the rental unit.

### **Background and Evidence**

#### Facts on which the parties agree

- The tenancy started on November 11, 2003. Monthly rent is \$492.57. The Tenant paid a security deposit to the Landlord in the amount of \$237.50.

### Landlord's agent's testimony

- The Landlord's agent posted the One Month Notice to End Tenancy for Cause on the Tenant's door on April 27, 2009.
- The Tenant has breached a material term of the tenancy agreement that was not corrected within a reasonable time after giving written notice to do so, by changing the lock on her door without permission and without providing the Landlord with a copy of the new key, thereby not allowing the Landlord access to the suite in the event of an emergency.
- The Tenant has put the Landlord's property at significant risk by storing boxes in her suite, which are a fire hazard.

### Tenant's testimony

- The Tenant complied with the Landlord's written demand to change the lock back to its original state within 2 days of receiving the written notice.
- The Tenant was packing/rearranging her belongings, and was not storing boxes in her suite. The Tenant moved the boxes out of her suite on April 30, 2009.
- The Tenant does not feel safe in her suite, due to a series of thefts, and drug users kicking in her door.
- The Tenant did not provide details or receipts to support her claim for damages in the amount of \$9,000.00.
- The Tenant agreed to move out of the rental unit by the end of June, 2009.

### Analysis

Based on the testimony and evidence provided by both parties, I do not find that the Landlord has cause to evict the Tenant. The Tenant's application to cancel the Notice to End Tenancy is granted. The Notice to End Tenancy for Cause issued April 27, 2009 is cancelled.

The Tenant has not proven her claim with respect to damages and this portion of her application is dismissed without leave to re-apply.

The Tenant is moving out of the rental unit and therefore I decline to authorize her to change the lock on her door.

### **Conclusion**

The One Month Notice to End Tenancy is cancelled. The Tenant agreed to move out of the rental unit by June 30, 2009.

The remainder of the Tenant's application is dismissed without leave to reapply.

June 18, 2009

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