

DECISION AND ORDERS

Dispute Codes O, FF

Introduction

This hearing dealt with the Application for Dispute Resolution of the Landlords, seeking orders for the Tenant to comply with the Act and the tenancy agreement, and to recover the filing fee for the Application.

The Tenant was served in person with the Notice of Hearing and Application for Dispute Resolution, on January 22, 2010. The Tenant did not appear at the hearing. I find the Tenant has been served in accordance with the Act.

The Landlord appeared, gave affirmed testimony and was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues(s) to be Decided

Has the Tenant breached the Act or tenancy agreement?

Background and Evidence

The uncontradicted evidence of the Landlords is that the Tenant has changed the locks in the rental unit and was refusing to provide the Landlords with a copy of the key. According to the Landlord's evidence, the Tenant has changed his locks and did not give them a copy of the key until the Landlords had to file this claim.

The Tenant also refuses to park his vehicle in the parking stall assigned to him. He parks in the visitors space or in a firelane.

Analysis

Based on the foregoing, the uncontradicted testimony and evidence of the Landlords, and on a balance of probabilities, I find that the Tenant has breached the Act and tenancy agreement.

Under section 31 of the Act the Tenant is prohibited from changing the locks in the rental unit unless he has the prior permission of the Landlords in writing. The Tenant is also prohibited from changing the locks without giving a copy of the key to the Landlords

immediately upon the change. This is for safety in case of an emergency and is required by the law.

Under the Act the Tenant must also comply with the terms of his tenancy agreement. The Landlords have assigned a parking stall for his use and the Tenant must use this stall for parking at all times.

Therefore, I grant the Landlords the following orders:

The Tenant is prohibited from changing the locks on the door of the rental unit without the prior written permission of the Landlords. If the Landlords grant such permission, the Tenant must give the Landlords a copy of the key to the lock immediately upon changing the locks.

The Tenant must park his vehicle in the parking spot designated by the Landlords at all times.

Should the Tenant fail to abide by the above orders, the Landlords may serve him a Notice to End Tenancy for cause for not complying with an order of the director, pursuant to section 47(1)(l) of the Act and may end the tenancy according to the Act.

The Tenant is cautioned that he must abide by the terms of his tenancy agreement and the Act, or face eviction from the rental unit.

As the Landlords have been successful in this Application, I find they are entitled to recover the filing fee for this claim. I order that the Landlords may keep \$50.00 from the Tenant's security deposit and interest.

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: March 08, 2010.

Dispute Resolution Officer