



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

Dispute Codes      MNR, MNDC, MNSD, LAT, RR, FF, O

### Introduction

This was an application by the tenant. She requested a monetary order, sought the return of her security deposit, requested that the locks to the rental unit be changed and asked for a rent reduction. The hearing was conducted by conference call. The tenant participated in the hearing. The named landlord called in and participated. The landlord advised that he is the agent for the landlord and is not the actual landlord of the rental property.

### Issue(s) to be Decided

Is the tenant entitled to any of the relief claimed?

### Background and Evidence

The rental unit is an apartment in a townhouse complex. The tenancy began on July 28, 2010. Monthly rent is \$625.00. The tenant paid a security deposit of \$312.50 at the commencement of the tenancy.

In her application for dispute resolution the tenant provided details of her dispute. She referred to a: "Continuum of RCMP Harassment" as part of an: "ongoing feud between Prime Minister, Stephen Harper" and various police agencies.

During the hearing I learned that there have been roof leaks in the rental property that have affected the tenant's apartment. The landlord's representative testified that the landlord has responded to the leaks with appropriate cleaning and remedial measures. The problem has been temporarily repaired and the roof will be entirely replaced when the weather permits. The landlord provided copies of the tenant's written communications to the landlord. In the voluminous correspondence the tenant has set out her convictions that she has been harassed and victimized by a variety of individuals, government agencies and institutions in ways that are not connected with her relationship with the landlord.

In some of her communications the tenant blames the RCMP for saturating her carpets with cat urine. The landlord's representative testified that he has investigated the apartment and there is no evidence of any pet urine problem in the rental unit.

The tenant claimed at the hearing that the sole remedy she wanted to pursue was her request that the locks to the rental unit be changed. The tenant said that it was evident that her apartment had been improperly entered and that the locks should be changed. The landlord has told that tenant that there is no reason why it should change the locks but the landlord will do so if the tenant pays the \$50.00 fee charged to rekey the locks.

#### Analysis and conclusion

At the hearing the tenant stated her willingness to pay the fee requested by the landlord and to have the locks changed. The tenant is free to make these arrangements with the landlord if she wishes to do so, but on the evidence presented I find there is no basis for ordering the landlord to change the locks to the rental unit. On the evidence presented by the tenant and by the landlord I find that there is no merit to the tenant's claims. The tenant's application is dismissed without leave to reapply.

Dated: February 22, 2011.

---