



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes: OPB, FF

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for an order of possession and for the recovery of the filing fee. The notice of hearing was served on the tenant by registered mail on February 28, 2011. The landlord provided a tracking number. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

Issues to be decided

Did the tenant breach a term of the tenancy agreement? Is the landlord entitled to the filing fee?

Background and Evidence

The tenancy started on July 01, 2009. The monthly rent is \$900.00 due in advance on the first of each month. The tenant paid a security deposit of \$450.00. A clause in the tenancy agreement does not allow pets without the written consent of the landlord. The rental unit is an apartment.

The landlord testified that despite signing the tenancy agreement that contained a pet clause, the tenant has two dogs. In addition the tenant changed the locks without the permission of the landlord.

On December 13, 2010, the tenant was given a 24 hour notice to allow the landlord to carry out an annual fire inspection. The inspection of the rental unit could not be completed because the landlord did not have access due to the changed lock and also due to the presence of two dogs inside the unit.

Other residents of the building complained to the property manager about the dogs barking at night and on February 17, 2011, the tenant was served with a notice to have the dogs removed. The property manager stated that the previous property manager had also warned the tenant about the dogs and changing the locks, without permission, by way of a written notice in August 2010. The tenant was requested to provide the manager with a copy of the keys to his rental unit and storage locker.

At the time of the hearing, the tenant had not provided the manager with copies of the keys to the locks that he had installed and he also still had the dogs residing in the rental unit.

The landlord is applying for an order of possession effective two days after service on the tenant and for the recovery of his filing fee.

Analysis

Based on the undisputed sworn testimony of the landlord, I find that the tenant received the notice to end tenancy but did not make application to dispute it. I also find that the tenant has breached the terms of the tenancy agreement by having pets in the rental unit. Pursuant to Section 31(3) of the *Residential Tenancy Act* the tenant must not change locks unless the landlord agrees in writing to the change. By changing the locks, the tenant breached section 31(3).

Therefore I find that the landlord has proven his case and is entitled to an order of possession. Pursuant to section 55(2); I am issuing a formal order of possession effective two days after service on the tenant. The Order may be filed in the Supreme Court for enforcement.

The landlord has proven his case and is therefore also entitled to the recovery of the filing fee. I order that the landlord retain \$50.00 of the security deposit in satisfaction of his claim.

Conclusion

I grant the landlord an order of possession effective two days after service on the tenant. The landlord is entitled to retain \$50.00 of the security deposit towards the recovery of the filing fee.

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 11, 2011.

Residential Tenancy Branch