



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNDC, LAT

Introduction

This hearing dealt with an application by the tenant for a monetary order and an Order to allow the tenant to change the locks to the rental unit. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

Issues to be Decided

Is the tenant entitled to any or all of the above under the Act, regulations or tenancy agreement?

Background and Evidence

The tenancy began on or about May 1, 2010. Rent in the amount of \$720.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$365.00. The tenant testified to the following; that she has had her unit broken into and has made several visits to the police and filed a police incident report. She was told by the police that there wasn't much they could do and advised her "to catch him". The tenant requested during the hearing to have the locks changed and that the key to her unit be held in a different location than all the other keys. The landlord testified to the following; that because the building caters to seniors, the Fire Inspector prefers that all locks are accessible by one master key and that it be held in a location that is easily accessible. The landlord also voiced her concerns in case of medical emergencies of any of the tenants and would

not entertain the idea of a “special arrangement” for the keys. The landlord also testified that there are no security issues with where the keys are being held.

Analysis

As explained to the parties at the outset of the hearing the onus or burden of proof is on the party making the claim, in this case the tenant. When one party provides evidence of the facts in one way and the other party provides an equally probable explanation of the facts, without other evidence to support their claim, the party making the claim has not met the burden of proof, on a balance of probabilities, and the claim fails.

Conclusion

The tenant’s application is dismissed.

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: April 13, 2011.

Residential Tenancy Branch