



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## DECISION

Dispute Codes      MNDC, FF

### Introduction

This hearing dealt with an application by the tenant for money owed or compensation for damage or loss and recovery of the filing fee. Both parties participated in the conference call hearing.

### Issue(s) to be Decided

Is the tenant entitled to any of the above under the Act.

### Summary of Background and Evidence

The tenant testified that on October 31, 2010 when she moved in to the building she left to get supplies only to find that upon her return she could not gain access through the main entrance. The tenant stated that she attempted to contact the landlord however another tenant in the building came to the door and let her in. The tenant contacted the landlord and on November 1, 2010 was provided with the proper key for the front door.

The tenant stated that she was concerned when she moved in that the lock on her apartment door had not been changed as she was not provided with new keys. The tenant stated that the landlord advised her that the lock had been re-keyed yet she was given old keys so the tenant believed that the lock had not been changed. The tenant stated that sometime in November she heard someone at her door trying to get in but that whoever it was did not gain access to her rental unit. The tenant testified that one day after being out she came home to find her apartment door unlocked.

The tenant stated that as she felt unsafe in her apartment she requested to have the deadbolt rekeyed and on December 10, 2010 hired a locksmith to rekey the lock.

The tenant in this application is seeking \$121.00 in compensation for have the lock to her apartment rekeyed.

The landlord stated that the tenant being locked out of the building had been a simple mistake on her part as she had given the tenant the wrong key for the front door. The landlord stated that it was never her intention to not provide the tenant access to the

apartment building. The landlord testified that the dead bolt on the tenant's door had been changed and that she was very clear when explaining to the tenant that it had not been rekeyed but that a different deadbolt had been installed on the tenant's apartment door.

The landlord stated that the tenant has never advised her about someone trying to gain entry into her rental unit or that she came home to find her apartment door unlocked.

The landlord did advise the tenant on November 2, 2010 that if she wanted the deadbolt lock changed that it would be at the tenant's expense. The landlord maintains that as the deadbolt on the tenant's door was changed the same day the tenant took possession of the rental unit the landlord should not be liable for the cost of the deadbolt being changed again.

### Analysis

Section 25 (2) of the Act clearly states that *if the landlord rekeys or otherwise alters the locks so that the previous tenant no longer has access to the rental unit that the landlord, at the tenant's request, does not need to change the locks again.*

Therefore based on the evidence and testimony of the parties I am satisfied that the landlord complied with section 25 (2) of the Act and the landlord was not required to changes the locks again for the tenant at her request. I am not satisfied that there has been a breach of the tenant's lock to her apartment and that it was necessary for the tenant to have the locks changed. Therefore the tenant's request for \$121.00 in compensation for the cost of a locksmith to rekey the lock is dismissed.

The tenant's application is dismissed without leave to reapply.

### Conclusion

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 26, 2010

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Residential Tenancy Branch