

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes

Landlord: OPR, MNR, MNSD, MNDC, FF  
Tenant: MT, CNC, CNR, MNDC, OPT, AAT

### Introduction

This hearing dealt with cross Applications for Dispute Resolution. The landlord sought a monetary order and an order of possession. The tenant sought more time to cancel a notice to end tenancy; to cancel two notices to end tenancy; a monetary order; an order of possession and an order to allow the tenant access to the rental unit.

The hearing was conducted via teleconference and both parties attended.

### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to an order of possession for unpaid rent; to a monetary order for unpaid rent; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 46, 55, 67, and 72 of the *Residential Tenancy Act (Act)*.

In addition, it must be decided if the tenant is entitled to an order of possession; to an order allowing access to the rental unit; to more time to cancel a notice to end tenancy; to cancel a 1 Month Notice to End Tenancy for Cause; to cancel a 10 Day Notice to End Tenancy for Unpaid Rent; to a monetary order for compensation for damage or loss, pursuant to Sections 31, 46, 47, 54, 67, and 72 of the *Act*.

### Background and Evidence

The landlord submitted into evidence the following documents:

- A copy of a tenancy agreement signed by the parties on January 26, 2011 for a 1 year fixed term tenancy beginning on February 1, 2011 for a monthly rent of \$790.00 due on the 1<sup>st</sup> of each month. A security deposit of \$400.00 was paid;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent dated June 13, 2011 with an effective vacancy date of June 26, 2011 as a result of unpaid rent in the amount of \$1,375.00; and
- A copy of an accounting showing the amount of rent outstanding to the end of July 2011 in the amount of \$2,945.00.

The landlord provided evidence outlining the tenant had failed to pay the full rent for the month of February and that with each subsequent month, while the tenant did make some cash payments in March, April and May 2011 the tenant never had rent paid up to date. The landlord has received no rent for the months of June, July or August 2011. The landlord testified he served the 10 Day Notice by posting it on the tenant's door on June 13, 2011.

The tenant agreed that he owed the landlord rent but disagreed with the amount calculated by the landlord as the outstanding rent but did not submit any receipts for rent paid. The tenant stated that he did not have the receipts in front of him during the hearing and as such, he was unable to provide any calculations as to how much he thought he owed the landlord.

The tenant testified that the landlord had changed the locks on the rental unit and had failed to provide a key to the tenant during the last month. The tenant stated he had to call the police to gain access to the rental unit. The tenant sought compensation in the amount of \$500.00.

The landlord accepted the tenant was entitled to compensation as requested for his actions of changing the locks in contravention of Section 31 of the *Act*.

### Analysis

I have reviewed all documentary evidence and testimony and accept that the tenant has been served with notice to end tenancy as declared by the landlord. The notice is deemed to have been received by the tenant on June 16, 2011 and the effective date of the notice is June 26, 2011. I accept the evidence before me that the tenant failed to pay the rent owed in full within the 5 days granted under Section 46(4) of the *Act*.

Based on the foregoing and the tenant's testimony that he agrees he owes the landlord rent, I find the 10 Day Notice to End Tenancy for Unpaid Rent issued by the landlord on June 13, 2011 to be effective and in compliance with the *Act*.

As the landlord has agreed to compensate the tenant for changing the locks contrary to the *Act* and as I have found the tenancy to have ended, I find the remaining parts of the tenant's application are moot. As such, I dismiss the portion of the tenant's Application to cancel a 1 Month Notice to End Tenancy for Cause; for an order of possession; and to allow the tenant access to the rental unit.

### Conclusion

I find the landlord is entitled to an order of possession effective **two days after service on the tenant**. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court.

I find the landlord is entitled to monetary compensation pursuant to Section 67 and I grant a monetary order in the amount of **\$3,285.00** comprised of \$3,735.00 rent owed and the \$50.00 fee paid by the landlord for this application less \$500.00 for the agreed upon compensation to the tenant.

This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be enforced as an order of that Court.

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: August 02, 2011.

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