



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPC MNSD MNDC FF

### Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order to retain part of the security deposit in satisfaction of the claim. Two agents for the landlord, the tenant and counsel for the tenant participated in the teleconference hearing.

I have reviewed all evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

### Issue(s) to be Decided

Is the landlord entitled to an order of possession?  
Is the landlord entitled to a monetary order?

### Background and Evidence

The tenancy began on October 1, 2010. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$850.

The landlord's evidence was as follows.

On August 2, 2011 the landlord served the tenant with a one month notice to end tenancy for cause. The tenant did not file an application to dispute the notice. The landlord has applied for an order of possession pursuant to the one month notice to end tenancy for cause.

On July 15, 2011 the tenant informed the landlord that she had lost her keys. The landlord gave the tenant new copies of the keys. On July 23, 2011, the tenant informed the landlord that she had changed the lock. The tenant did so without the landlord's permission. The landlord asked the tenant to give the landlord a copy of the new key,

but the tenant repeatedly refused to do so. On August 19, 2011 the landlord changed the lock. The landlord has claimed \$345.46, the cost of changing the lock.

The tenant's response was as follows.

The tenant intends to move out of the rental unit by the end of the month, and is not opposed to the landlord receiving an order of possession for that date.

In regard to the monetary claim, the tenant's position is that the landlord incurred an unnecessary expense by changing the lock. The tenant was prepared to give the landlord a copy of the new key as soon as the landlord gave the tenant a key to the mailbox. The landlord did not give the tenant a mailbox key for over a month, so the tenant did not give the landlord a copy of the new key.

### Analysis

The tenant was served with a notice to end tenancy and did not apply for dispute resolution to dispute the notice. The tenant is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the notice. The notice indicated that the effective date of the end of tenancy was September 3, 2011; however, as the notice was served on the tenant on August 2, 2011, the effective date of the notice is automatically corrected to September 30, 2011. Based on the above facts I find that the landlord is entitled to an order of possession effective September 30, 2011.

As for the monetary order, I find that the landlord is entitled to the amount claimed for changing the lock. The tenant breached the Act by changing the lock without the landlord's permission and then refusing to provide the landlord with a copy of the key. The landlord gave the tenant several opportunities to give them a copy of the key, but the tenant refused to do so. The landlord may also have breached the Act by not providing the tenant with a copy of the mailbox key, but the tenant could have dealt with that breach through an application for dispute resolution. Instead the tenant decided to respond with her own breach of the Act.

As the landlord's application was successful, I find they are entitled to recovery of the \$50 filing fee for the cost of their application.

### Conclusion

I grant the landlord an order of possession effective September 30, 2011. The tenant must be served with the order of possession. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

The landlord is entitled to \$395.46. I order that the landlord retain that amount from the security deposit in full compensation of their claim. The landlord continues to hold the remainder of the security deposit in trust and must deal with it in accordance with the Act.

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: September 23, 2011.

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Residential Tenancy Branch