



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, OLC, LRE, OPR, MNR, MNDC, FF

Introduction

This hearing dealt with cross Applications for Dispute Resolution.

The Tenant filed requesting an order for the Landlord to comply with the Act or tenancy agreement, to suspend or set conditions on the Landlord's right to enter the rental unit, and for monetary compensation under the Act or tenancy agreement.

The Landlord applied for an order of possession for unpaid rent, a monetary order for unpaid rent, for compensation under the Act or tenancy agreement and to recover the filing fee for the Application.

Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure, however, I refer to only the relevant facts and issues in this decision.

Issue(s) to be Decided

Has the Landlord breached the Act or tenancy agreement entitling the Tenant to orders against the Landlord or for monetary compensation?

Has the Tenant breached the Act or tenancy agreement, entitling the Landlord to an Order of Possession and monetary relief?

Background and Evidence

The Tenant testified that the Landlord entered the rental unit and went into the Tenant's purse and removed the keys to the rental unit. The Landlord agreed she did this, but alleges it was because the Tenant failed to pay rent when due. The Landlord also changed the locks on the rental unit, which the Tenant has changed back again. The Landlord agreed she had changed the locks, again, because she alleges the Tenant failed to pay rent when due.

The police were called to the rental unit and informed the Landlord she must not enter the rental unit in this manner and must not take property from the Tenant.

The Tenant claims the Landlord damaged her Louis Vuitton purse and requests \$450.00 in compensation.

The Landlord alleges the Tenant has not paid rent and has given her a cheque with insufficient funds, which the bank did not honour. The Landlord alleges she gave the Tenant a 10 day Notice to End Tenancy for unpaid rent.

The Tenant denies having received a 10 day Notice to End Tenancy from the Landlord. She claims she has paid the Landlord the rent.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

Both the parties' respective applications for monetary compensation are dismissed due to insufficient evidence. The Tenant had no evidence the Landlord damaged her purse.

The Landlord did not provide a copy of the Notice to End Tenancy in evidence, or it was not filed on time. Either way, the Landlord had insufficient evidence.

However, the parties agreed that the tenancy must end because the tenancy relationship has been severely compromised.

The parties agreed that the tenancy will end at **1:00 p.m. on July 31, 2012**. Pursuant to this agreement and section 63 of the Act, I have issued an order of possession effective at that time and on that date. This order may be filed in the Supreme Court and

enforced as an order of that Court, and a bailiff must be used to remove the Tenant if the Tenant fails to vacate on this date.

I further order that the Landlord is not to enter the rental unit until the end of the tenancy, unless there is an emergency and the entry is necessary to protect life or property.

The Landlord appears to know very little about the law regarding residential tenancies. Along with this decision the Landlord has been sent a guidebook to her rights and obligations and is advised to become familiar with the law regulating her business.

This decision is final and binding, except as otherwise provided under the Act, and is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: July 17, 2012.

Residential Tenancy Branch