



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC, LRE, LAT, FF

Introduction

This hearing was convened by way of conference call in response to the tenants application for an Order for the landlord to comply with the *Residential Tenancy Act* (Act) Regulations or tenancy agreement; to set or suspend conditions on the landlords right to enter the rental unit; to authorize the tenants to change the locks to the rental unit; and to recover the filing fee from the landlords for the cost of this application.

One of the tenants, the landlord and the landlord's agent attended the conference call hearing, gave sworn testimony and were given the opportunity to cross examine each other on their evidence. Neither party provided documentary evidence to the Residential Tenancy Branch or to the other party in advance of this hearing. All testimony of the parties has been reviewed and are considered in this decision.

Issue(s) to be Decided

- Are the tenants entitled to an Order for the landlord to comply with the Act, regulations or tenancy agreement?
- Are the tenants entitled to an Order to set or suspend conditions on the landlord's right to enter the rental unit?
- Are the tenants entitled to change the locks to the rental unit?

Background and Evidence

The parties agree that this month to month tenancy started on November 01, 2012. Rent in the amount of \$850.00 per month was agreed and is due on the 1st day of each month. The tenants paid a security deposit of \$425.00 on October 29, 2012.

The tenant attending testifies that the landlord made the tenants sign an agreement that stated that rent must be paid in cash and no rent receipts would be given. The tenant testifies that the landlord enters the rental unit whenever he feels like it without proper notice. The tenant testifies that the landlord agent, who is the landlord's son, has also kicked the tenants' door, let himself into the unit and threatened the tenants. The tenant testifies that the landlord son is violent and intimidating towards the tenants so the tenants have now given Notice to end the tenancy and will be moving from the rental unit on March 01, 2013.

The landlord's agent agrees that the landlord's daughter did put a clause in the tenancy agreement to state rent must be paid in cash and no receipts will be given. The landlord's agent testifies that the landlord's daughter was not aware that the landlord must provide receipts and they are now willing to do so for each rent payment made by the tenants.

The landlord's agent testifies that his father, the landlord, has never entered the tenants' rental unit without the tenants' permission. The first time the landlord went into the rental unit was to help the tenants move and help set up the tenants' bed when they moved in and the second time was to visit the tenants at their rental unit to collect rent. The landlord's agent testifies that the tenants are rude towards the landlord. The landlord's agent testifies that he has never kicked the tenants' door in and has never entered the tenants' rental unit without permission. The landlord's agent testifies that he did go to the tenants' rental unit on January 15, 2013 to ask the tenants to stop bullying the landlord and to inform the tenants that they are required to pay all the rent for February.

On January 05, 2013 the tenants' very rudely informed the landlord that they would be moving out on February 28, 2013 and notified the landlord that they would only pay half a month's rent and the rest could be taken from their security deposit. The landlord's grandson served the tenants with a 10 Day Notice to End Tenancy for unpaid rent in February and the tenants invited the landlord into their unit to get the rent.

Analysis

I have carefully considered the sworn testimony of both parties. In the matter of the tenants' application for an Order for the landlord to comply with the *Act*, regulations or tenancy agreement, I find the landlord is required to give the tenant a receipt for any rent paid in cash pursuant to s. 26(2) of the *Act*. As the landlords agent agrees a mistake was made on the tenancy agreement and they have not provided receipts for the rent paid in cash I uphold this section of the tenants claim and order the landlord to provide written rent receipts for each month the tenants have paid rent in cash.

With regards to the tenants claim to set or suspend conditions on the landlords right to enter the rental unit; In this matter the tenants have the burden of proof to show that the landlord has entered their rental unit without permission and without proper notice. I have considered the testimony of both parties and find that in this matter it is one person's word against that of the other. Without further corroborating evidence from the tenants the burden of proof is not met and this section of the tenants claim is dismissed.

With regard to the tenants claim to authorize the tenants to change the locks; I find as the tenants have presented no evidence to support a claim to allow the tenants to change the locks then this section of the tenants claim is also dismissed.

With regard to the tenants claim to recover the filing fee of \$50.00, I find that most of the tenants claim is without merit with the exception of ordering the landlord to provide rent receipts. Consequently I find the tenants are entitled to recover half their filing fee to the sum of \$25.00 pursuant to s. 72(1) of the *Act*.

Conclusion

I HEREBY ORDER the landlord to comply with s.26(2) of the *Act* and ensure rent receipts are given to the tenants for each month rent was paid in cash since the start of the tenancy.

A copy of the tenants' decision will be accompanied by a Monetary Order for **\$25.00** for half the filing fee. The order must be served on the respondent and is enforceable through the Provincial Court as an order of that Court.

The reminder of the tenants' application is dismissed without leave to reapply.

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: February 12, 2013

Residential Tenancy Branch

