



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC, LAT

Introduction

This hearing dealt with the tenant's application for dispute resolution under the Residential Tenancy Act (the "Act"). The tenant applied for an order requiring the landlord to comply with the Act and an order authorizing the tenant to change the locks to the rental unit.

The parties attended, the hearing process was explained and they were given an opportunity to ask questions about the hearing process.

Thereafter all parties gave affirmed testimony, were provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

At the outset of the hearing, neither party raised any issues regarding service of the application or the evidence.

I have reviewed all oral and documentary evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Issue(s) to be Decided

Is the tenant entitled to an order requiring the landlord to comply with the Act and an order allowing a change in locks to the rental unit?

Background and Evidence

I heard undisputed evidence that the tenancy began in March 2003, current monthly rent was \$679, and the tenant paid a security deposit of approximately \$325 at the beginning of the tenancy.

The landlord is an agent for the owners working as a property manager for both the residential property here and an adjoining residential property, both apartment buildings.

As to the tenant's request for an order requiring the landlord to comply with the Act, in response to my question, the tenant could not identify the section of the Act to which her request referred.

As to the tenant's request that she be authorized to change the locks to the rental unit, the tenant confirmed that she had already changed the locks. The tenant, rather than seeking such authorization, wrote in her application that she would like permission to withhold giving the landlord a copy of the rental unit key after having changed the locks.

In support of this request, the tenant submitted that she did not want to discuss the many reasons she wants withhold giving the landlord a key to the rental unit; however, the tenant did disclose that she has been harassed by the landlord and therefore does not trust him, according to the tenant

The tenant submitted that the landlord has tampered with her religious mail.

The tenant's witness, her son, offered that his memory was not very good and that the only interaction he has witnessed between his mother and the landlord was a meeting when the landlord came around to the tenants when he first arrived to meet all the tenants in the building.

In response, the landlord denied being anything other than courteous to the tenant, although she is verbally abusive to him, and vehemently denied tampering with the tenant's mail.

The landlord submitted that when he first met the tenant with regard to a dishwasher repair issue, the tenant informed him that she had a special key to the rental unit and

that she would not be giving the landlord a copy of the key due to past experiences with other property managers.

The landlord submitted that the tenant has refused to give him a key to the rental unit and that the owners have directed him to ensure that the owners and landlord have a key, as required by the Act.

In support of his need for a key, the landlord submitted that the tenant informed one of his co-workers on January 31, 2014, that she had water running along her ceiling and that this condition had been going on for 10 days. The landlord submitted that if the landlord is denied access, other tenants and the residential property could be at risk.

The tenant's relevant documentary evidence included the letter dated February 4, 2014, from the landlord to the tenant demanding a key to the rental unit and a written response from the tenant explaining why she would not give a key to the landlord.

The landlord's relevant documentary evidence included a written submission of their response to the tenant's application, a written communication with the tenant, dated June 25, 2013, requesting a means of access to the rental unit, and the written letter of February 4 supplied by the tenant.

Analysis

As the tenant could not identify the section of the Act to which she requested an order for the landlord's compliance, I dismiss that request as she has failed to provide evidence in support of that request.

As to the tenant's request for authority to change the locks to the rental unit, the tenant, in violation of section 31(2) of the Act, has already changed the locks without the landlord's permission and as a consequence, the landlord has requested a copy of such key.

I therefore find that the tenant's application does not require consideration as she is retroactively seeking approval or permission for something she has already done. On this count, I dismiss the tenant's application for an order authorizing her to change the locks.

Even had I not dismissed the tenant's application for the reason stated above, I would still make the decision to not consider the tenant's request to keep the key without providing a copy to the landlord as I find the tenant failed to prove that the landlord has

entered the rental unit contrary to the Residential Tenancy Act, as explained in Residential Tenancy Branch Policy Guideline #7.

Due to the reasons listed above, I dismiss the tenant's application, without leave to reapply.

I must note that I have not ordered the tenant to supply a copy of the key to the rental unit so that the landlord has access, as this was a determination on the tenant's application only. If the tenant fails to provide the landlord with a key to the rental unit, the landlord may make their own application for dispute resolution.

Conclusion

The tenant's 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: April 07, 2014

Residential Tenancy Branch

