



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes LAT, LRE, FF

### Introduction

This hearing was convened as a result of the tenant's application for dispute resolution under the Residential Tenancy Act (the "Act"). The tenant applied for an order authorizing the tenant to change the locks to the rental unit, an order suspending or setting conditions on the landlord's right to enter the rental unit, and for recovery of the filing fee paid for this application.

The tenant and the landlord's agent (hereafter "landlord") attended the hearing, the hearing process was explained and they were given an opportunity to ask questions about the hearing process.

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

Thereafter both parties 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.

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 authorizing a lock change, an order suspending or setting conditions of the landlord's right to access the rental unit, and for recovery of the filing fee paid for this application?

### Background and Evidence

The undisputed evidence shows that this tenancy began in May 2001, current monthly rent is \$481, and the tenant paid a security deposit of \$250 in May 2001.

In support of her application, the tenant submitted that she has had ongoing issues with the resident manager, respondent JM, for years. Some of the issues complained of by the tenant included the occurrence when the tenant was tending her garden bed, when JM told the tenant to get out of the garden bed.

The tenant also submitted that in November 2013, she requested a lock change as she believed that someone had access to her rental unit as some of her belongings were moved. JM agreed to the lock change and said that the cost would be \$100; instead she received a bill for over \$200. The tenant refused to pay and eventually paid \$112 when she received a new invoice.

The tenant submitted that sometime between November 2013 and July 2014, she noticed that her computer passwords and a bus pass were missing from her apartment, which led to her calling the police. Additionally, the tenant testified she believed a neighbour was listening to her phone conversation when she borrowed a phone from him.

The tenant also complained of an unfounded 10 Day Notice to End Tenancy for Unpaid Rent or Utilities being issued to her in 2009, that she did not receive one of the covered parking spots in February 2012, and that the building has not been well maintained since JM took over management.

The tenant confirmed that she had no proof the landlord was entering her rental unit and that she was moving at the end of September.

*Landlord's response-*

The landlord submitted that the garden beds are high and therefore dangerous for someone to stand on the edge. The landlord submitted further that the lock has already been changed at the tenant's request, but that she was requested to pay for the lock change as she had no evidence anything had happened in her rental unit. The overcharge was due to a simple clerical error and was corrected.

The landlord submitted that they have never seen the results of a police report, and that it was the tenant who was harassing the resident manager.

Analysis

*Suspending or setting conditions on the landlord's right to enter the rental unit:*

After considering the tenant's evidence and her confirmation that she had no evidence the landlord had entered her rental unit, I find the tenant submitted insufficient evidence that the landlord has entered the rental unit in contravention of the Act and I therefore dismiss her request for such order.

*Authorizing the tenant to change the locks to the rental unit-*

I likewise find the tenant submitted no evidence that the landlord has made attempts to enter the rental unit, that the lock has already been changed at the tenant's request, and therefore dismiss her claim for authority to change the locks.

Due to the above, I find the tenant submitted insufficient evidence to support her application and I dismiss the application, without leave to reapply, including her request to recover the filing fee.

Conclusion

The tenant's application is dismissed.

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 8, 2014

