



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CONNECTOR PROPERTIES  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes: CNR CNC OPR RP ERP RR PSF

### **Introduction**

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) To grant the tenant more time to make this application to cancel a notice to end tenancy for cause pursuant to section 47;
- b) To do emergency and necessary repairs pursuant to sections 32 and 33 and to give the tenant the necessary notice pursuant to sections 28 and 29 for entry to do them;
- c) To dispute a rent increase pursuant to sections 42 and 43; and
- d) To order the landlord to comply with the Act.

Service:

The Notice to End Tenancy is dated July 8, 2014 to be effective August 31, 2014 and the tenant confirmed it was served personally on her. The tenant /applicant gave evidence that they personally served the Application for Dispute Resolution on August 28, 2014 with a witness "T" at the landlord's office. I find the documents were legally served for the purposes of this hearing.

### **Issue(s) to be Decided:**

Has the landlord proved on the balance of probabilities that there is good cause to end the tenancy or is the tenant entitled to any relief? Is the landlord entitled to an Order of Possession if the tenant is unsuccessful in the application?

Has the tenant proved on the balance of probabilities that the landlord has not done necessary repair and maintenance contrary to sections 32 and 33 and if so, is the tenant entitled to compensation or a rent rebate?

### **Background and Evidence**

Only the tenant attended the hearing and was given opportunity to be heard, to provide evidence and to make submissions. The undisputed evidence is that the tenancy commenced in April 2014, rent is \$650 a month and a security deposit of \$325 was paid. The landlord served a Notice to End Tenancy for cause pursuant to section 47 but did not attend the hearing to support their application.

The tenant said she had a prior hearing under file #821530 on June 4, 2014 and the landlord was ordered to do necessary bathroom repairs and she was given a rebate of rent of \$325 a month until the repairs were completed. She said the landlord never completed the repairs and has harassed her since she obtained this order. She said that she was out shopping in mid September, (approximately the 12<sup>th</sup>) and when she came home, the landlord had changed the lock on her door and told her she could not enter as she had not paid rent. The landlord has thrown out many of the tenant's belongings and continued to lock her out. The tenant submitted photographic evidence of a large lockbox on her door, a trailer with her belongings outside and some notices on her door dated in July 2014 allegedly for entry for repairs to her bathroom. The tenant said the landlord never came and never did any repairs. Her rent was reduced in the previous hearing to \$325 for July with a balance of a monetary order remaining of \$542. Nevertheless, the tenant said she paid \$650 rent for July but did not pay rent for August or September because the landlord refused to recognize the arbitrator's order to reduce her rent or do repairs and locked her out in mid September.

To compensate her for being locked out and no repairs done, she requests a monetary order for \$867 which is the overpaid rent for July plus the \$542 remaining from the awarded monetary order on the prior hearing. She also requests an Order for the return of her \$325 security deposit for a total monetary award of \$1192.

On the basis of the documentary and solemnly sworn evidence presented for the hearing, a decision has been reached.

**Analysis:**

The onus of proof on a Notice to End Tenancy is on the landlord to prove that she had good cause to end this tenancy. The tenant has disputed the Notice to End Tenancy dated August 8, 2014 and says that she is not unreasonably disturbing the peaceful enjoyment of other persons or the landlord and that the landlord has served the Notice because of her previous Application to have repairs done. I find insufficient cause to end this tenancy. The Notice dated August 8, 2014 is set aside and the tenancy is reinstated. I find the weight of the evidence is that the landlord has illegally locked out the tenant contrary to sections 30 and 31 of the Act. There is no evidence that the landlord has ever applied for an Order of Possession or followed a legal process to

enforce it. However, the tenant has indicated she only wants entry until November 30, 2014 to retrieve her possessions. Therefore, an Order of Possession is issued to the tenant effective until November 30, 2014 to retrieve her possessions. I find the tenancy will legally end on November 30, 2014 and the tenant will return keys to the landlord. The landlord is ordered to return her keys or give her a copy of the new ones to the tenant upon service of the order on them.

The onus of proof on the balance of probabilities is on the applicant to prove she is entitled to a refund of rent and/or other compensation for an illegal lockout and non repair of the bathroom. I find the evidence from the prior hearing is that her rent was reduced to \$325 for July and until repairs were done and there was a balance of \$542 to be applied to her future rent. I find she paid \$650 for July rent which would be sufficient to cover her rebated rent until August 31, 2014. I find the landlord not entitled to any further rent as the weight of the evidence is that they illegally locked the tenant out in September and never did any of the ordered repairs. Therefore, I find the tenant entitled to a monetary order for the balance of the rent rebate \$542 plus \$325 to recover her security deposit for a total monetary order of \$867.

**Conclusion:**

An Order of Possession is issued to the tenant effective upon service; the landlord must supply her with keys to begin packing her possessions and her possession will terminate on November 30, 2014 when the tenancy is declared at an end and the keys are to be returned to the landlord.

A monetary order is issued to the tenant for \$867 for rent rebate and the return of her security deposit.

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: October 23, 2014

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Residential Tenancy Branch

