



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MOUNT BENSON SENIOR CITIZEN HOUSING
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes LAT, OLC

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant to have the landlord's comply with the Act and authorize a tenant to change the locks to the rental unit.

Both parties appeared, gave 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 at the hearing.

The parties confirmed receipt of all evidence submissions and there were no disputes in relation to review of the evidence submissions.

Issues to be Decided

Should the landlord be order to comply with the Act?
Should the tenant be authorized to change the locks?

Background and Evidence

The tenancy began on October, 1, 2012. The tenant's rent is determined by BC Housing and payable on the first of each month. A security deposit of \$172.75 was paid by the tenant.

The tenant testified that he wants the landlord to comply with section 25 of the Act, and have the locks on the rental unit changed. The tenant stated that he made this request when the tenancy started, but new locks were never provided.

The tenant testified that he has a hard time remember dates; however, it was either January or February 2013 that he thought someone was entering his rental unit and taking money from his wallet.

The tenant testified that after those incidents he placed a locking chain on the door, however, recently the landlord ordered him to remove the chain as it was discover when the landlord was attempting to access the rental unit.

The landlord's agent testified that the tenant has been in the rental unit for more than two years. The agent stated that the tenant did not make any written or verbal request at the start of the tenancy to change the locks and it was not necessary as the prior tenant of ten years returned all keys that provided access to the rental unit.

The landlord's agent testified that she is a note taker and if any request was made by the tenant, she would have noted that on the tenancy agreement and also on the move-in condition inspection report. Filed in evidence are copies of the tenancy agreement and move-in condition inspection report.

The landlord's agent testified that the tenant made some accusation in September 2014, about an alleged theft in January or February 2013; however, these alleged incidents were never reported.

The landlord testified that they are willing to change the locks; however, because they are a non-profit society, it will be at the tenant's cost.

Analysis

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

Rekeying locks for new tenants

- 25 (1) At the request of a tenant at the start of a new tenancy, the landlord must
 - (a) rekey or otherwise alter the locks so that keys or other means of access given to the previous tenant do not give access to the rental unit, and
 - (b) pay all costs associated with the changes under paragraph (a).
- (2) If the landlord already complied with subsection (1) (a) and (b) at the end of the previous tenancy, the landlord need not do so again.

In the case before me, both parties have provided a different version of events of what was discussed at the beginning of the tenancy. I have reviewed the move-in condition inspection report which was completed by the parties on September 28, 2012, approximately two years prior to the tenant filing their application.

Section 21 of the Act states a condition inspection report completed in accordance with this section is evidence of the state of repair and condition of the rental unit or residential property on the date of the inspection, unless either the landlord or the tenant has a preponderance of evidence to the contrary.

The move-in condition inspection report indicates that the tenant received keys to the rental unit. The report specifically provides an area for repairs to be completed at the start of the tenancy and that area is blank, which would not be reasonable if the request for repairs was made at the start of the tenancy. Further, the tenant has not provided any documentary evidence to support that they requested that the locks be rekeyed or otherwise altered at the start of the tenancy.

Although the tenant has made allegations that someone entered his rental unit in January or February 2013, that is not support by any documentary evidence, such as police reports. Further, it would have been reasonable for the tenant to immediately notify the landlord of each alleged incident that occurred, to allow the landlord an opportunity to investigate.

As the onus is on the tenant to prove a violation of the Act, by the landlord, I find without further evidence, that the tenant has not met the burden of proof to prove the landlord failed to comply with section 25 of the Act. Therefore, I dismiss the tenant's application to change the locks to the rental premises.

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: November 14, 2014

Residential Tenancy Branch

