



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes PSF, RPP, LRE, AAT, LAT

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking various orders against the landlord.

The hearing was conducted via teleconference and was attended by the tenant.

The tenant testified the landlord was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* personally on April 28, 2015 in accordance with Section 89 and that this service was witnessed by several third parties.

Based on the undisputed testimony of the tenant, I find that the landlord has been sufficiently served with the documents pursuant to the *Act*.

Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to orders requiring the landlord to provide services or facilities required by law; return the tenant's personal possessions; suspend or set on conditions on the landlord's right to access the rental unit; allow the tenant and his guests access to the rental unit; and to authorize the tenant to change locks on the rental unit, pursuant to Sections 29, 30, 32, and 70 of the *Act*.

Background and Evidence

The tenant submits that he moved into the rental unit in February or March 2011 on a month to month basis for a monthly rent of \$350.00 due on the 1st of each month. The tenant submits he rents a converted bus on the landlord's property.

The tenant acknowledged being behind in his rent payments but that he and his landlord had worked out an arrangement to pay when the tenant had more work available to him.

The tenant testified that on or about April 20, 2015 the landlord approached him and told him that he had 10 days to pay the landlord \$500.00 of his outstanding rent or he would take possession of the tenant's trailer that was stored on site.

The tenant testified that the landlord disconnected both his hydro service and water supply since this all began.

He further stated that on or about April 24, 2015 the landlord approached him and told him that he needed to pay the \$500.00 by the following day. The tenant acknowledges receiving a 10 Day Notice to End Tenancy for Unpaid Rent issued on April 27, 2015.

The tenant submits that since the issuance of the Notice the landlord has locked the gate to the property and is refusing access to the tenant to remove any of his personal belongings including two unlicensed vehicles (Ford Econoline Van and Ford Explorer).

I also note that the tenant testified that his intention is to gain access to the residential property so that he can retrieve his personal possessions including everything in the rental unit and the van and Explorer.

Analysis

Section 26(3) states that whether or not a tenant pays rent in accordance with the tenancy agreement, a landlord must not seize any personal property of the tenant, or prevent or interfere with the tenant's access to the tenant's personal property.

As such and based on the tenant's undisputed testimony **I order that the landlord immediately return to the tenant any personal property currently held, including but not limited to the Ford Econoline Van and Ford Explorer.**

Furthermore, **I order that until such time as the landlord obtains an order of possession from an Arbitrator with the Residential Tenancy Branch declaring that the landlord is entitled to possession of the rental unit the landlord must comply with all of the requirements under the Act, the regulations and the tenancy agreement and reinstate this tenancy.**

Section 30(1) of the Act requires that a landlord not unreasonably restrict access to the residential property by the tenant of a rental unit that is part of the residential property or a person permitted on the residential property by that tenant.

As there is no evidence before me that the landlord has obtained an order of possession I find the landlord may not restrict the tenant or his guests from access to the residential property or rental unit. **I therefore order the landlord to either permanently unlock or provide the tenant with a key to the access gate of the property, pursuant to Section 30(1).**

Section 27 of the *Act* states a landlord must not terminate or restrict a service or facility if the service or facility is essential to the tenant's use of the rental unit as living accommodation or providing the service or facility is a material term of the tenancy agreement.

In the case before me, I find the provision of hydro and water are services that form a material term of the tenancy agreement and the landlord has no right to restrict or terminate these services. **I therefore order that the landlord must reconnect the hydro and water supplies, in accordance with Section 27.**

I caution the landlord that the tenant remains at liberty to file a financial claim against the landlord for compensation resulting from the landlord's actions since April 20, 2015 until such time as the landlord complies with the above orders and any other infractions of the *Act*, regulation or tenancy agreement.

Conclusion

I order the landlord must comply with the above noted orders immediately upon receipt of this decision.

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: June 10, 2015

Residential Tenancy Branch

