



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, OPC & FF

### Introduction

The Application for Dispute Resolution filed by the Tenant makes the following claims:

- a. An order to cancel the one month Notice to End Tenancy dated September 8, 2016
- b. An order that the tenant recover the cost of the filing fee

The Application for Dispute Resolution filed by the landlord makes the following claims:

- a. An Order for Possession for cause
- b. An order to recover the cost of the filing fee

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present. The parties acknowledged they had received the documents of the other party.

I find that the Notice to End Tenancy was personally served on the Tenant on September 8, 2016. Further I find that the Application for Dispute Resolution/Notice of Hearing filed by the Tenants was personally served on landlord on September 12, 2016. I find that the Application for Dispute Resolution/Notice of Hearing filed by the Landlords was personally served on the Tenants on September 19, 2016. With respect to each of the applicant's claims I find as follows:

### Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order cancelling the 10 day Notice to End Tenancy dated September 8, 2016?

- b. Whether the tenant is entitled to recover the cost of the filing fee?
- c. Whether the landlord is entitled to an Order for Possession?
- d. Whether the landlord is entitled to recover the cost of the filing fee?

### Background and Evidence

The parties entered into a written tenancy agreement that provided that the tenancy would start on February 1, 2016. The rent is \$700 per month payable on the first day of each month. The tenant paid a security deposit of \$350 at the start of the tenancy.

The landlord seeks to end the tenancy on the basis of the following:

- The tenants changed the locks to the rental unit and have refused to provide a key to the landlord. In so doing the Tenants have denied the landlord access to the basement and to the electrical control system, the main shut off valve for the water, the furnace etc.
- The landlords have been unable to change the filter to the furnace.
- The tenants have made unwarranted accusations against the landlords. They deny they have ever entered the rental unit without permission of the tenants. The landlords further deny they gave the tenant oral permission to change the locks.
- The landlords deny they have ever recorded the conversations of the tenants.

The tenants testified as follows:

- The landlords have entered the rental unit without permission.
- The female tenant is very ill suffering from cancer. She is sometimes left at home and fears for her safety.
- The landlord turned the cable off.
- The landlord recorded conversations with the tenant.
- The tenants are not familiar with the laws.
- The tenants want to leave but they need time to find another rental unit.
- The tenants have paid the rent for November.

The Notice to End Tenancy relies on the following grounds:

- Tenant or a person permitted on the property by the tenant has:
  - significantly interfered with or unreasonably disturbed another occupant or the landlord
  - seriously jeopardized the health or safety or lawful right of another occupant or the landlord

Section 31 of the Residential Tenancy Act provides as follows:

**Prohibitions on changes to locks and other access**

**31 (2)** A tenant must not change locks or other means that give access to common areas of residential property unless the landlord consents to the change.

(3) A tenant must not change a lock or other means that gives access to his or her rental unit unless the landlord agrees in writing to, or the director has ordered, the change.

Tenant's Application

The landlords have the burden of proof to establish sufficient cause to end the tenancy on a balance of probabilities.

After carefully considering all of the evidence I determined the landlord has established sufficient cause to end the tenancy for the following reasons:

- The tenants changed the locks to the rental unit without first obtaining the written permission of the landlord or an order from the director.
- In so doing the tenants have seriously jeopardized the health or safety or lawful right of the landlord as the landlord has been denied access to the basement which contains the electrical box, the furnace and the main shut off valve.
- I determined the tenants have alleged reasons for changing the locks but failed to prove the landlords have misconducted themselves in such a way that would be grounds for changing the locks.

Determination and Orders:

After carefully considering all of the evidence I determined that the landlord has established sufficient cause to end the tenancy. As a result I dismissed the tenant's application to cancel the Notice to End Tenancy. I order that the tenancy shall end on the date set out in the Notice. The rent has been paid for November. I further order that the application of the tenant for the cost of the filing fee be dismissed.

Order for Possession:

The Residential Tenancy Act provides that where an arbitrator has dismissed a tenant's application to cancel a Notice to End Tenancy, the arbitrator must grant an Order for Possession. As a result I granted the landlord an Order for Possession effective November 30, 2016.

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

Landlord's Application - Analysis - Order of Possession:

For the reasons set out above I determined the landlord was entitled to an Order for Possession. The Tenants' application has been dismissed. Accordingly, I granted the landlord an Order for Possession. As the rent has been paid for November I set the end of tenancy date for November 30, 2016.

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

Analysis - Cost of Filing fee:

As the landlord has been successful I ordered the Tenants to pay to the Landlord the sum of \$100 for the cost of the filing fee such sum may be deducted from the security deposit paid by the Tenants.

Conclusion:

I dismissed the tenants application to cancel the one month Notice to End Tenancy. I granted an Order for Possession effective November 30, 2016 and I ordered that the Tenants pay to the Landlords the sum of \$100 for the cost of the filing fee such sum may be deducted from the 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: November 02, 2016

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Residential Tenancy Branch