



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BONNIEHON MANAGEMENT  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** OLC

### **Introduction**

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* for an order directing the landlord to comply with the *Act*.

Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlord was represented by their agent.

As both parties were in attendance I confirmed service of documents. The parties confirmed receipt of each other's evidence. I find that the parties were served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

### **Issues to be decided**

Is the tenant entitled to an order directing the landlord to re-key the locks?

### **Background and Evidence**

The tenancy started on September 01, 2018. The tenant testified that on November 15, 2018, he requested the landlord to re-key the locks. The landlord stated that based on his interpretation of the *Act*, he understood that he was only required to re-key the locks at the start of tenancy and the tenant made this request more than two months after the tenancy started. Accordingly, the landlord requested the tenant to cover the cost of re-keying the lock.

On November 24, 2018, the tenant made this application for an order directing the landlord to re-key the lock at his own expense.

## **Analysis**

Section 25 of the *Residential Tenancy Act* states that upon the request of a tenant at the start of a new tenancy the landlord must rekey or 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 pay all costs associated with the changes.

As per section 25, the landlord would be changing the locks if the new tenant requested it and would be doing so at his own cost.

*Residential Tenancy Policy Guideline #7* adds that the landlord may refuse to change the locks if the landlord had already done so after the previous tenant vacated the rental unit. In this case, the landlord agreed that he had not re-keyed the lock after the previous tenant moved out.

During the hearing the landlord agreed to re-key the lock by January 15, 2019. The time and date will be by a mutually agreed upon appointment.

## **Conclusion**

The landlord agreed to have the locks re-keyed at his expense.

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: December 20, 2018

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Residential Tenancy Branch