



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPT

### Introduction

This hearing dealt with the tenant's application pursuant to section 54 of the *Residential Tenancy Act* (the *Act*) for an Order of Possession of the rental unit.

The landlord did not attend this hearing which lasted approximately 20 minutes. The teleconference line remained open for the duration of the hearing and the Notice of Hearing was confirmed to contain the correct hearing information. The tenant appeared, assisted by a family member, and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The tenant testified that they served the landlord with the notice of application and evidence personally on February 13, 2020. The tenant provided a signed and witnessed Proof of Service form into evidence. Based on the evidence I find that the landlord was served with the tenant's materials on February 13, 2020 in accordance with sections 88 and 89 of the Act.

### Issue(s) to be Decided

Is the tenant entitled to an Order of Possession?

### Background and Evidence

This periodic tenancy began on February 1, 2019. Monthly rent is \$1,100.00 payable on the first of each month. Utilities are included in the rental amount. A security deposit of \$550.00 was collected at the start of the tenancy and is still held by the landlord. The tenant submitted into evidence a copy of the tenancy agreement.

The tenant submits that they have never been issued any Notice to End Tenancy by the landlord. The only document they were served is a Proof of Service form dated February 1, 2020 which purports that a 1 Month Notice to End Tenancy for Cause was hand delivered on October 12, 2019. The tenant gave evidence that they were never issued any notice by the landlord.

The tenant testified that they found the locks to the rental unit had been changed without authorization or notice on February 6, 2020 and that they have since been unable to gain access to the rental unit.

The tenant also gave evidence of altercations with the landlord where the landlord has inflicted violence on the tenant.

### Analysis

In accordance with section 54 of the Act a tenant who has entered into a tenancy agreement may request an order of possession of the rental unit.

Based on the evidence including the testimony and written tenancy agreement I find that there was a valid tenancy allowing the tenant exclusive use of the rental unit in exchange for rent in the amount specified. I note that the tenancy agreement clearly indicates that the rent amount includes utilities.

I accept the evidence that the tenant has been denied access to the rental unit. I further accept the evidence that no valid Notice to End Tenancy has ever been issued on the tenant. I find that the landlord changed the locks to the rental unit and denied the tenant access without any authority to do so. I note parenthetically that the landlord's unilateral denial of access and aggressive conduct may give rise to a basis for a monetary award in the tenant's favour in the future.

I find that there is a valid tenancy agreement between the parties and the tenant is entitled to an Order of Possession of the rental unit.

### Conclusion

I grant an Order of Possession in the tenant's favour effective two (2) days after service on the landlord. Should the landlord fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: February 20, 2020

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Residential Tenancy Branch