



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, O, OPC, MNR, RR

Introduction

This decision deals with two applications for dispute resolution, one brought by the tenant, and one brought by the landlord. Both files were heard together.

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

Although both the landlord and the tenant had listed other issues on their applications for dispute resolution, both the landlord and the tenant stated at the beginning of the hearing that the only issue they want dealt with today is whether or not to cancel or uphold a one-month Notice to End Tenancy.

Background and Evidence

The landlord testified that:

- The one-month Notice to End Tenancy has been served on the tenant because the tenant changed the locks to the rental unit without permission, and in fact she was specifically told she was not to change the locks herself.
- The tenant had requested that the locks be changed, and they informed the tenant that they would have a locksmith come and change the locks; however she took it upon herself to have the locks changed.
- As a result they no longer have keys to the rental unit, and therefore do not have access if an emergency should arise.
- The whole reason they wanted to have a locksmith change the locks themselves, was so that they would have all the keys to the rental unit and then could give out the required keys to the tenant.
- They have not asked the tenant for the keys, as they do not know whether they would all be given to them and therefore they just want this tenancy ended.

The tenant testified that:

- She had had some issues with the other tenant in the rental property, and as she feared that the other tenant may have keys to her unit she requested that the landlords change the locks.
- The landlords did inform her that they would have a locksmith come and change the locks, however she feared for her safety and therefore she change them on her own.
- She felt threatened by the other tenant of in the rental property as she had overheard him stating that he wanted to punch her in the face.
- She therefore believed this was a safety issue and she was justified in changing the locks herself.
- She has never denied access to the landlords, and the landlords have never requested any of the keys.

- The landlords never told her she was not permitted to change the locks herself.

In response to the tenant's testimony, the landlord's testified that:

- It was the other tenant in the rental unit who initiated a call to the police due to this tenant's aggressive behavior.
- They specifically told the tenant in an e-mail that she was not to change the locks herself and she went ahead and did it anyway.
- They do not believe there was any threat to the tenant's safety yet they were still willing to change the locks themselves so that they could keep control of any keys issued.

Analysis

Section 31 of the Residential Tenancy Act states:

31(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.

In this case the tenant claims that the landlords had agreed to change the locks, and never told her not to change the locks herself; however in an e-mail provided as evidence by both the landlord and the tenant, the landlord has specifically stated, "You are not permitted to change them on your own", and the landlord even followed that with the quote of Section 31 of the Residential Tenancy Act that is listed above.

Therefore I do not accept the tenants claim that she was never told that she could not change the locks.

It is my finding that by changing the locks without getting the permission of the landlord to do so, the tenant has significantly interfered with the landlord, and has seriously jeopardize the lawful right of the landlord to maintain control of the keys to the rental unit.

In this case the tenant was fully aware of her rights and obligations with regards to the locks, and chose to ignore them stating that she felt it was a safety issue, however although she has made numerous claims about how she felt threatened, she has provided no supporting evidence to substantiate those claims.

I am therefore not willing to cancel the Notice to End Tenancy and I allow the landlords request for an Order of Possession.

Conclusion

The tenant's application is dismissed without leave to reapply.

I have issued an Order of Possession to the landlord for 1:00 p.m. on March 31, 2014.

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: March 11, 2014

Residential Tenancy Branch

