

DECISION

Dispute Codes MNDC, LAT, FF, O

Introduction

This hearing was convened by way of conference call to deal with the tenant's application for compensation for damage or loss under the *Act*, regulation or tenancy agreement, and for an order authorizing the tenant to change the locks to the rental unit.

The parties appeared on both dates, and gave affirmed testimony. The landlord also called 3 witnesses, who also gave affirmed oral evidence.

Issues(s) to be Decided

Is the tenant entitled to a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement?

Is the tenant's application for an order authorizing the tenant to change the locks to the rental unit justified?

Background and Evidence

This month-to-month tenancy began in May, 2000, and the tenant still resides in the unit. The rented unit is an apartment. The monthly rent is currently \$666.00, due on the 1st of each month, and there are no rental arrears. The tenant paid a security deposit in the amount of \$250.00 in April, 2000.

The tenant testified that she does volunteer work which takes her away from her home and claims that the landlord's employees have entered her suite while she is not at home, and that thefts have occurred. She also testified that an employee of the landlord attempted to enter her suite without the required 24 hour notice when she was at home. On this occasion, she testified that she was in bed and got up to discover 2 strange men in her apartment. One was the caretaker, who advised the tenant that they

were there to check the fire and smoke detectors. She told them that she was not provided 24 hours notice and told them to leave. They backed out and closed the door behind them.

On another occasion, she had been away doing volunteer work and upon arriving home, discovered that an unopened bottle of Crown Royal was missing. She also discovered a set of 3 ABBA CD's missing, worth about \$80.00, as well as other CD's. Also missing was a rod for hanging clothes on in a vehicle which was still in the box. She is certain that the items were stolen and not misplaced, because the lights were left on and the bedroom door was left open, which she never does. During this time period, she also noticed that approximately 75 of her cheques were missing, a reacher, two 1 litre containers of coffee, a bottle of flavouring, a measuring tape, and food was missing from the freezer and the cupboard. She further testified that she saw a doctor to ensure that it was not a medical condition that caused her to believe that these items were stolen, that she wasn't forgetful, and the doctor said she was fine. Further, on one occasion, in January, 2010, she discovered an empty bottle of Gibson's Rye when she opened her cabinet to retrieve a candle. She is certain that she did not leave it there because that is not her brand of beverage. On this occasion, she called the police, who attended and took the bottle to dust for fingerprints.

The tenant changed the lock on her door without telling the landlord or an agent of the landlord, and she put a lock on her filing cabinet.

She felt that the treatment she received from the caretaker was rude. Upon returning home on one day, she discovered that the elevator repair man had parked in two spots, one being her parking spot. She asked him to move his vehicle, which he did, but was chastised by the caretaker for not calling him on his cell phone, to which she responded that it was not an emergency.

In October, 2009, she met with the landlord's agent and she was told that he had met with the caretaker and that she should notice a difference in his attitude or behaviour.

The tenant was cross-examined on her evidence with respect to the dates that her claims took place and when she had changed the lock on her unit. She stated that she believes it was in 2009 that she changed the locks, but she is not certain. The landlord's agent stated that the dates are important because the caretaker could not have entered to steal the missing items if he did not have a key. The landlord stated that he was concerned about such accusations of his staff. She responded that she had changed the lock back to its original lock on October 20, 2009.

Analysis

Having heard the evidence of the applicant, the respondent and witnesses, I find that the tenant has not provided sufficient evidence to conclude that the loss of any items was due to theft by the caretaker, the landlord or any other employees of the landlord, nor that the landlord ought to be held liable for the cost of such items.

Further, I am concerned that if the tenant were permitted to change the locks on the residence, any emergency could not be quickly dealt with by the landlord. However, both parties have indicated that the tenant could provide a key to a neighbour she trusts and should an emergency occur the landlord could retrieve a key from that neighbour if I were to authorize the tenant to change the locks.

Conclusion

The tenant's application for a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement is hereby dismissed.

The tenant's application authorizing the tenant to change the locks to the rental unit is hereby allowed. Such change shall be solely at the cost of the tenant.

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: April 19, 2010.

Dispute Resolution Officer