

DECISION

Dispute Codes AAT, ERP, LAT, PSF, RP

Introduction

This is the Tenants' application for orders: allowing the Tenants or the Tenants' guests access to and from the rental unit; that the Landlord make regular repairs and emergency repairs for health or safety reasons; authorising the Tenants to change the locks to the rental unit; and that the Landlord provide services or facilities required by law.

Issues(s) to be Decided

Should the Landlord be ordered to make repairs to the rental unit, provide the Tenants with access to and from the rental unit and provide the Tenants with services or facilities required by law?

Should the Tenant be authorised to change the locks to the rental unit?

Background and Evidence

This tenancy began on May 1, 2010. A tenancy agreement was entered in evidence.

The Tenants testified that they have never met the Landlord named on the tenancy agreement. The Tenants stated that they met with the previous Tenant on the morning of May 1, 2010. The Tenants were given a phone number by the previous tenant for the maintenance man. There was no move-in Condition Inspection Report done by the Landlord and the Tenants.

The Tenants testified that they were not provided with working keys for the rental unit. For example, the mail box key did not work; the key to the rental unit did not work; and the Tenants were not provided with keys to the outside door. Therefore, the outside door remains unlocked and is a security issue. The Tenants testified that two keys for the outside door were slid under their door on June 2, 2010, but neither of them worked. The Tenants are also concerned about the security of the door leading into their suite, which does not close securely and shakes. The Tenants tried several times to reach the maintenance man, who promised to come on 3 separate occasions and change the locks, but never came. The Tenants have changed the locks themselves.

The Tenants testified that there was no working smoke alarm in the rental unit, so they purchased one and installed it.

The Landlord's agents testified that the Landlord thought the keys provided to the Tenants were working keys. The Landlord's agents stated that the Tenants did not

provide them with a copy of the new key to the rental unit. They agreed that the Landlord would reimburse the Tenants for the cost of the smoke alarm the Tenants installed.

Analysis

It is important to note that paragraph 4 of the addendum to the tenancy agreement states that the Tenants are to inspect the rental unit within three days of the beginning of the tenancy and provide the owner written notification of any defects or damages. Section 23 of the Residential Tenancy Act (the "Act") requires a landlord and tenant to inspect the rental unit on the day the tenant takes possession of the rental unit, or on another mutually agreed day. The onus is on the Landlord to arrange for the move-in inspection.

Section 32 of the Act requires a landlord to maintain the rental unit in a state of decoration and repair that complies with the health, safety and housing standards required by law. A landlord's obligations under this Section apply whether or not a tenant knew of a breach by the landlord at the time of entering into the tenancy agreement. In failing to do an inspection report at the beginning of the tenancy, the landlord has not complied with the provisions of Section 32 of the Act. I hereby order the Landlord to inspect the door to the rental unit and make any necessary repairs to the door in order to make it secure and safe. I order the Tenants to immediately provide the Landlord with a copy of the key to the rental unit.

I recommend that the Landlord familiarize himself with the Act, and more specifically Sections 23 and 32 of the Act and the consequences of failing to comply with the Act.

I further order the Landlord to provide the Tenants with working keys to the outside door of the rental property. I order the Landlord to reimburse the Tenants for the cost of purchasing a working smoke detector.

The Tenants testified that they had difficulty in contacting the Landlord, or an agent of the Landlord, in order to obtain working keys to the rental unit and the outside door to the common area. I hereby order the Landlord to post and maintain, in a conspicuous place on the rental property, or give to the Tenants in writing, the name and telephone number of a person the Tenants are to contact for emergency repairs, in compliance with the provisions of Section 33(2) of the Act.

Conclusion

I hereby order the Landlord to reimburse the Tenants for the cost of the smoke alarm; to inspect the door to the Tenant's suite and make any necessary repairs to the door, pursuant to the provisions of Section 32 of the Act; to post at the rental property, or provide in writing to the Tenants, the name and contact information for emergency repairs to the rental unit pursuant to the provisions of Section 33 of the Act; and to provide the Tenants with working keys to the outside door of the rental property.

I hereby order the Tenants to provide the Landlord with a copy of the key to the rental unit.

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: July 09, 2010.

Dispute Resolution Officer