



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding EY Properties  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes:**

**AS**

### **Introduction**

This hearing was scheduled in response to the tenant's Application for Dispute Resolution, in which the tenant requested an Order allowing him to change the locks to his rental unit.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the evidence and testimony provided.

The parties confirmed receipt of all evidence and the hearing package within the required time-frame.

### **Issue(s) to be Decided**

Must the landlord be required to change the locks to the rental unit?

Is the tenant entitled to possess all keys to the rental unit?

### **Background and Evidence**

The tenancy commenced in 2007; rent is due on the 1<sup>st</sup> day of each month.

The tenant provided a chronology of events related to alleged entry to his rental unit dating back to July 10, 2008. The tenant suspected the landlord's staff had been entering his unit and that in August 2008 they had robbed him of cash by breaking into his unit.

In December 2008 the tenant spoke with the landlord's agent who agreed to change the locks to the tenants unit. The tenant would be provided with a key and a staff member, who the tenant said he trusted, would be given an entry key. The landlord's written submission indicated that on June 13, 2008 the tenant had initially requested the locks be changed. On December 12, 2008 the locks were changed.

The landlord gave their building maintenance person a copy of the key. This person, S.G., works at all of the buildings managed by the landlord and would be able to access the unit in the case of an emergency. No staff who worked on a daily basis in the building was given a key to the unit. The landlord said that staff has been with them many years and that they are trusted.

The tenant read from a written statement outlining concerns he has for his security and sense of well-being.

The tenant has installed a chain lock on the inside of his door. He can lock this as he leaves the unit; the main door is then locked. On July 11, 2008 the tenant found the chain he installed was not on the hook and on July 15, 2008 he called the police to discuss the tampering with the chain. The police suggested the matter was not criminal, but civil.

On August 23, 2008 the tenant's security chain had been unlocked. The tenant found medication in the kitchen had been altered, with tablets missing; money in a wallet that was in a drawer was also missing. This was reported to the police.

The tenant found the interior chain lock was undone on November 20, 2008.

On December 5, 2008 the talked with the landlord's agent and agreement was made to change the rental unit locks.

On May 15, 2009 and March 20, 2010 the tenant heard a knock at his door and, looking out from the door peep hole; he saw one of the regular building staff. On each occasion he waited; the staff member would knock again and then attempt to enter the unit with a key. Entry was not gained on any of these occasions.

On May 31, 2011 the tenant sent the landlord a letter that his storage locker lock had been removed and replaced by another lock. The tenant did not know who had done this and it left him unable to access his storage locker. The tenant asked that his chain and lock be returned. The tenant did not receive a response and over the next 4 months he left notes in the landlord's office. The tenant then called the landlord who agreed to cut off the lock that had been placed on the tenant's locker.

No other incidents were alleged by the tenant until he made a diary entry on April 30, 2012. The tenant had recently come up a stairwell and could hear voices in the hall; he heard a door quickly close. The tenant said the 2 staff members who were in the

hallway to his unit were “red-faced and awkward.” The tenant believes the staff had tried to enter his unit

On June 28, 2013 the landlord received a letter from the tenant; a copy was supplied as evidence. The tenant indicated that he had requested a new lock be installed because staff had entered his apartment “secretly many times.” In 2008 the tenant had asked for all of the keys, but the landlord had insisted the property maintenance staff be given a key. The tenant had agreed with this arrangement. However, the tenant now believed that someone had entered his apartment without notice; affecting his freedom and security. The tenant asked that the landlord respond within fourteen days and that an absence of a response would result in the tenant changing the lock himself.

The tenant confirmed that between April 2012 and the time of his June 2013 letter no alleged entry to his unit occurred.

The landlord did not respond to the June 2013 letter and when called by the tenant, the receptionist told the tenant they were not agreeing to have the locks changed again.

The landlord said that in April 2012 the staff had been going unit to unit to check the heat system. A number of occupants had given permission for entry, so their radiators could be bled. Notices of entry had not been given and the staff did not enter the tenants unit as he had not requested they do so.

The landlord supplied a copy of a Tenant Abstract Report. This report recorded receipt of the tenant's May 2011 letter regarding his locker and that the building staff member said he had not tampered with the lock. Notes show that the tenant called the landlord on September 20, 2011, asking the storage locker lock be removed. The landlord assured the tenant they did not place the lock on his locker and they had the lock cut off the locker.

The landlord said that in December 2008 the tenant's lock was changed to a master key system for a separate building. The supervisor of maintenance, S.G., has the only key. The landlord said that the tenant's request for a lock change and sole possession of the keys is not warranted. The landlord requires ready access to the unit should there be a need for emergency entry. In the absence of a key the landlord would have to break the door down. The landlord stated that they took reasonable steps in 2008, by changing the locks and that none of their staff would attempt to enter the tenant's unit. The landlord said the tenant has assumed staff entered his unit.

The landlord does not keep keys to storage lockers and staff does not know who may have removed the tenant's lock and placed a different lock on the tenant's storage unit.

The landlord is not sure how the tenant places the chain on his interior lock, but wondered if at times he does not properly lock that chain. The tenant said in order for someone to tamper with the chain they would need to open the exterior door, which he keeps locked.

The tenant said that he is aware if he had the only key the landlord might be required to break the door down and he accepts this risk.

### Analysis

I have considered the tenant's submission that he suspects staff of the building attempted to enter his rental unit without permission or proper notice of entry. The tenant has been left feeling insecure and believes the landlord should be Ordered to change the locks and provide the tenant with the only set of keys.

Section 25 of the Act provides:

### ***Rekeying locks for new tenants***

**25** (1) *At the request of a tenant at the start of a new tenancy, the landlord must*

*(a) rekey or otherwise 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*

*(b) pay all costs associated with the changes under paragraph (a).*

*(2) If the landlord already complied with subsection (1) (a) and (b) at the end of the previous tenancy, the landlord need not do so again.*

It is not clear if the tenant had requested the locks be changed at the start of the tenancy; however, by December 2008 this did occur; upon the tenant's request.

Residential Tenancy Branch policy suggests that where a tenant proves a landlord has entered the unit, contrary to the provisions of the Act, the tenant may request locks to the rental unit be changed. An arbitrator must consider, among other things, whether an order to change the locks might endanger the safety of other nearby tenants. I find this policy takes a reasonable stance.

I have considered the allegations made by the tenant and whether his request to possess the only set of keys aligns with the suggested policy and I find it does not. The tenant has many suspicions of entry; however there was no evidence that any entry by staff members had in fact occurred. There was no evidence before me to support the tenant's claims that the landlords' staff entered the unit; only suspicion and allegations of entry. On the balance of probabilities, I find that the tenant has failed to prove illegal entry has occurred, or if it has, that it was a staff member who entered.

I find that in December 2008 the landlord took reasonable steps to accommodate the tenant by changing the locks, switching the master key to another building and providing

only the maintenance supervisor for all of the buildings with a copy of the key. Even though the landlord rejected the allegation that staff had entered the unit; the locks were changed. In the absence of more than allegations of entry I find that it would be unreasonable to Order the landlord to change the locks and give the tenant the only copy of a key. The landlord has a right to enter a unit in the case of an emergency and should not have to be faced with the task of breaking down a door when entry could be critical in protecting the rights of all occupants of the building.

The matter related to the storage locker has been addressed; the landlord voluntarily cut the lock off. There was no evidence before me that the landlord's staff had removed the tenant's lock and installed another.

Therefore, I find that the tenant's application is dismissed.

### Conclusion

The application is dismissed.

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: January 22, 2014

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Residential Tenancy Branch

