



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding GLASSMAN PROPERTY MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: *MNDC*

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* for a monetary order for compensation in the amount of \$12,000.00 for loss under the *Act* and tenancy agreement. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be decided

Was the landlord negligent with regard to providing a safe and secure garage and storage locker room?

Background and Evidence

The tenancy started in September 01, 2013 and ended on August 31, 2014. The monthly rent was \$1,095.00. The rental unit was an apartment located in a building complex.

The landlord filed a copy of the tenancy agreement. The landlord cited two clauses in the agreement.

Clause 20 states in part: *"All property of the tenant kept on the residential property must be kept in safe condition in proper storage areas and is at the tenant's risk for loss, theft or damage from any cause whatsoever."*

Clause 29 states in part: *The tenant agrees to carry sufficient insurance to cover his property against loss or damage from any cause and for third party liability. The tenant agrees that the landlord will not be responsible for any loss or damage to the tenant's property.*

The tenant will be responsible for any claim expense or damage resulting from the tenant's failure to comply with the any term of this Agreement and this responsibility will survive the ending of the Agreement"

The landlord also filed a copy of a remote control agreement for the garage. By signing this agreement, the tenant agreed to never leave the remote control in the car and that he acknowledged and understood the importance of security by not leaving items such as a remote control (or keys) in his vehicle.

The landlord filed copies of various notices to tenants regarding building security and copies of notices posted in common areas, in the garage, by the elevators and inside the locker room. All the notices and signs remind the residents that the landlord is not responsible for damage or loss to vehicles or locker contents. These notices that are posted in 10 different locations remind the tenants to be vigilant and safe regarding security of their vehicles and personal belongings.

The landlord stated that in January 2013, the key to the common areas was changed as a precaution due to tenant turnover and there were no incidents of theft between January 2013 and May 05, 2014.

On May 05, 2014, the landlord sent out a notice to the residents informing them that three cars had been broken into. The owner of one of the vehicles had left the garage remote control inside the vehicle and it was stolen. The landlord reminded the residents of the various precautions that they must take to avoid theft. The landlord notified the residents that the remote control code would be changed on May 07, 2014 and requested all residents to report to the manager for the necessary change.

Despite this change to the code, the garage was broken into on May 20, 2014. The tenant stated that his car was broken into and a set of keys went missing. His locker was also ransacked and he lost items of value.

The tenant reported the missing keys to the landlord. The tenant stated that the landlord took no steps to change the locks.

The landlord stated that on July 11, 2014 notices were issued to all tenants informing them that new locks were going to be installed on the locker room door. The change was scheduled for July 25, 2014 which gave the tenants two weeks to sort out their belongings and to register for a new key.

On July 24, 2014, the tenant's car was broken into again and he lost some items. In a letter dated August 02, 2014, the tenant informed the landlord that he would be moving out on August 31, 2014. The letter did not mention the reason for the move.

The tenant has provided a list of the items he lost along with their value. The tenant is claiming \$9,286.00 for the cost of his lost items, \$800.00 for damage to his car and \$1,000.00 for moving costs for a total of \$11,086.00.

The tenant stated that he bought insurance for his belongings after the first break in and spoke with an insurance agent after the second break in. After his conversation with the insurance agent, the tenant did not make a claim.

Analysis

Section 32 of the *Residential Tenancy Act*, states that a landlord must provide and maintain residential property in a state of decoration and repair that complies with the health, safety and housing standards required by law and having regard to the age, character and location of the rental unit, make it suitable for occupation by a tenant.

Section 6 of the *Residential Tenancy Policy Guideline*, states that a landlord would normally not be held responsible for the actions of other tenants unless he was aware of a problem and failed to take reasonable steps to correct it.

In this case, I find that the landlord was proactive when he changed the keys to the common area due to tenant turnover. The landlord also changed the code of the garage door opener after a resident had his remote control stolen out of his car. The landlord has also posted multiple signs reminding the residents of the necessary steps that they need to follow to ensure the safety of all residents and their property.

The tenant agreed that he had left his keys in his vehicle. The agreement signed by the tenant clearly notified him that the keys and remote control should not be left inside the vehicle.

The tenant also did not buy insurance for his personal property, as he was supposed to pursuant to a clause in the tenancy agreement. The tenant stated that he could not insure his clothing and other items issued by the Canadian Armed Forces, but did not file any documents to support his testimony.

A clause in the tenancy agreement clearly explains that the landlord would not be responsible for the loss of the tenant's belongings and multiple signs in the common areas remind the tenant of this clause.

Based on the above, I find that the landlord was not negligent in ensuring the safety of the residents and cannot be held responsible for break ins that were the result of residents leaving a remote control or keys in their vehicles. Accordingly I find that had the tenant purchased insurance in a timely manner and as he was supposed to, he could have received compensation for his personal belongings from the insurer. In addition, the tenant chose not to file a claim after the second theft from his insurance provider. Accordingly, I dismiss the tenant's claim against the landlord, for the cost of his personal belongings.

The tenant has also claimed \$800.00 for repairs to his vehicle. The tenant has the option of making this claim to the insurer of his vehicle.

The tenant chose to move out and therefore must bear the cost of his move.

The tenant has not proven his claim and therefore his claim for a monetary order for compensation is dismissed.

Conclusion

The tenant's application is dismissed in its entirety.

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: June 15, 2015

Residential Tenancy Branch

