



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, OLC, RR, FF

Introduction

This hearing was convened by way of a conference call in response to an Application for Dispute Resolution (the “Application”) made by the Tenant for: money owed or compensation for damage or loss under the *Residential Tenancy Act* (the “Act”); for the Landlord to comply with the Act, regulation or tenancy agreement; to allow a Tenant to reduce rent for services agreed upon but not provided; and to recover the filing fee from the Landlord.

The Tenant appeared for the hearing by himself. There was no appearance for the Landlord during the 36 minute duration of the hearing or any submission of evidence prior to the hearing. Therefore, I turned my mind to the service of documents for this hearing.

The Tenant testified that he had served a copy of his Application and the Notice of Hearing documents to the Landlord by handing them to an agent of the company Landlord located at their business address. In the absence of any other evidence to dispute this, I accepted the Tenant’s oral evidence that he had served notice of his Application and this hearing to the Landlord pursuant to Section 89 (1) (b) of the Act.

The Tenant confirmed at the start of the hearing that he had not provided any written or documentary evidence prior to the hearing apart from the Monetary Work Order sheet which only stated that he was claiming for loss and quiet enjoyment. When the Tenant was asked about what the exact nature of the loss and quiet enjoyment he had experienced, the Tenant explained that this related to a leak for which he suffered loss and noise issues created by the building manager of the rental unit.

The Tenant provided no information to support his claim in this respect and had not provided sufficient detail in the Application of the nature of these claims. The Tenant explained that he did have a large amount of evidence for this claim but did not know he

had to submit this. As a result, the Tenant requested to withdraw his monetary claim and his claim for reduced rent as he wanted to have an opportunity to apply for this again and submit the necessary evidence.

Issue(s) to be Decided

Should the Landlord be ordered to comply with the Act, regulation or tenancy agreement?

Background and Evidence

The Tenant testified that this tenancy started on August 1, 2012 for a fixed term of one year after which it continued on a month to month basis. Rent for the unit in the building complex is \$1,340.00 payable on the first day of each month. A written tenancy agreement was completed but not provided into written evidence.

The Tenant testified that at the start of the tenancy, he was provided with two sets of keys and each set contained two keys, one to gain entry into the building and one for his rental unit. The Tenant testified that the Landlord had failed to give him another set of keys after the locks were changed to his rental unit in May 2015. The Tenant stated that there are two people on the tenancy agreement, one of whom is his mother. When the Tenant requested from the Landlord a second set of keys after the locks were changed, the Landlord refused asking for various identification documents of his mother before the second set of keys would be issued.

The Tenant stated that his mother emailed her identification documents that had been requested and called the company to release the second set of keys to the Tenant. However, since this time the company has not provided this second set of keys and despite repeated requests, the Landlord has failed to provide any reason for not doing so.

Analysis

Section 31(1) of the Act requires that a landlord may not change the locks or other means that give access to residential property unless the landlord provides **each** tenant with new keys or other means that give access to the residential property.

In this case, I accept the Tenant's undisputed oral testimony that there are two Tenants on the written tenancy agreement. I also accept the Tenant's undisputed oral evidence that the Landlord has failed to provide the Tenant with a second set of keys.

As a result, I order the Landlord to comply with Section 31(1) of the Act and provide the Tenant with the second set of keys. If the Landlord fails to comply with this order, the Tenant is at liberty to apply for an order to change the locks to the rental unit and/or apply for monetary compensation until such time the keys are provided.

As the Tenant has been partially successful in his Application, the Tenant may recover the \$50.00 filing fee by deducting it from a future installment of rent pursuant to Section 72(2) (a) of the Act. The Tenant should attach a copy of this decision to explain this deduction when rent is next paid.

Conclusion

The Landlord is ordered to comply with the Act and provide the Tenant with one more set of keys for the residential property and rental unit. The Tenant may recover his filing fee by deducting this from the next installment of rent.

The Tenant withdrew the remainder of his Application and is at liberty to re-apply.

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 14, 2015

Residential Tenancy Branch

