



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

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

## **DECISION**

Dispute Codes      MNDC, RP, FF

### Introduction

The tenant applies for a repair order regarding the front door and intercom system in apartment building containing his rental unit. He also seeks compensation for loss of a functioning intercom system since October 2014.

The tenant withdraws his claim regarding repair to the front door.

The landlord did not attend the hearing.

### Issue(s) to be Decided

Has the landlord been duly served with the application and notice of hearing? If so, does the relevant evidence presented by the tenant during the hearing show on a balance of probabilities that he is entitled to any of the relief claimed?

### Background and Evidence

The rental unit is a one bedroom apartment in a large urban apartment building. The tenancy started in October 2014. The rent is \$1250.00 per month. The landlord holds a \$625.00 security deposit.

The tenant testifies that he served the landlord by giving the application and notice of hearing to a person working in the landlord's office in the building on July 3, 2015. It is clear that the landlord received the originating documents as, though no one for the landlord attended the hearing, it filed evidentiary material in anticipation of the hearing.

I find that the landlord has been duly served.

Ms. A.D. dialed in to the hearing as the result of seeing a notice about the hearing that the tenant had apparently posted in the building. She attended to complain that the

front door intercom system has not worked since April 11, 2015. She cannot call up to her apartment to be “buzzed in.” She cannot unlock the front door from her apartment in order to let visitors in.

The tenant Mr. C.H. testifies that since he moved in in October 2014 the landlord failed to provide him with an access code for the intercom.

Apparently, the intercom system works in conjunction with a tenant’s telephone. A visitor arriving at the front door enters a four digit code at the intercom, the intercom places a telephone call to the tenant’s telephone and the tenant presses the number 9 on his or her phone, which unlocks the front door for the visitor.

The tenant says it is this code that he lacked from the landlord until July 7<sup>th</sup>. Now it works satisfactorily.

The tenant and his wife do not need to use this system to enter the building. They each have fobs, modern day keys, which unlock the front door. The intercom system comes into play with visitors arriving at the building or when the tenant forgets his fob and wants to use the intercom to call up to his apartment.

The tenant testified that he has forgotten his fob and thus been inconvenienced “occasionally.”

The tenant’s second concern is that he has discovered that while there are about 104 suites in the building, there are over 150 codes that are registered in the intercom system. He says this means that the codes of former tenants have not been removed from the system. A former tenant (who has presumably returned his or her fob at the end of their tenancy could therefore enter the building by using the undeleted code in the intercom system).

This causes the tenant worry that his property and perhaps his person are at risk from former tenants or others could gain access to the building and cause him harm or loss.

He says he has observed three people who don’t live there gaining access with just such a code.

### Analysis

Based on the tenant's uncontradicted evidence I find that he was entitled to receive an intercom code when his tenancy started and that he has been inconvenienced by the landlord's failure to provide such a code until July 7, 2015.

The tenant states the inconvenience to have occurred "occasionally" when he forgot his key fob for the front door. I find that evidence to be far too vague to justify an award of damages and so I decline to award the tenant any compensation for the lack of an access code.

Regarding the allegation of an excess number of codes, I consider it the normal duty of a landlord to take back or remove all a vacating tenant's means of entry through secure entry ways; whether it be a key, a fob or a code. In this case, the landlord should have removed any vacating tenant's code from the intercom system as a matter of course immediately following the end of the tenancy. Otherwise, the purpose of the system; to protect the security of the resident tenants, is compromised.

The tenant is entitled to an order that the landlord attend to removal of these excess codes and **I hereby order that the landlord remove from its intercom system in this building all codes related to tenancies that have ended, or otherwise take steps to ensure that the codes of former tenants no longer permit access to this apartment building. I order that the landlord have 90 days to do so commencing from the date the tenant serves a copy of this decision on it.**

The tenant may serve the landlord with a copy of this decision by any means authorized by s. 88 of the *Residential Tenancy Act*, which provides:

**88** All documents, other than those referred to in section 89 [*special rules for certain documents*], that are required or permitted under this Act to be given to or served on a person must be given or served in one of the following ways:

- (a) by leaving a copy with the person;
- (b) if the person is a landlord, by leaving a copy with an agent of the landlord;
- (c) by sending a copy by ordinary mail or registered mail to the address at which the person resides or, if the person is a landlord, to the address at which the person carries on business as a landlord;
- (d) if the person is a tenant, by sending a copy by ordinary mail or registered mail to a forwarding address provided by the tenant;
- (e) by leaving a copy at the person's residence with an adult who apparently resides with the person;
- (f) by leaving a copy in a mail box or mail slot for the address at which the person resides or, if the person is a landlord, for the address at which the person carries on business as a landlord;

- (g) by attaching a copy to a door or other conspicuous place at the address at which the person resides or, if the person is a landlord, at the address at which the person carries on business as a landlord;
- (h) by transmitting a copy to a fax number provided as an address for service by the person to be served;
- (i) as ordered by the director under section 71 (1) [*director's orders: delivery and service of documents*];
- (j) by any other means of service prescribed in the regulations.

### Conclusion

The tenant's application is allowed in part. I authorize him to recover the \$50.00 filing fee for this application by reducing his next rent due by \$50.00 in full satisfaction of the fee.

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: August 31, 2015

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Residential Tenancy Branch

