



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding COMMUNITY BUILDERS BENEVOLENCE GROUP and 0955802 BC LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ERP, OLC, PSF

Introduction

This hearing was scheduled to deal with the tenant's application for emergency repairs; Orders for compliance; and, for the landlord to provide services or facilities required by law. Both parties appeared or were represented at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

Preliminary and Procedural Matters

The tenant named four respondents in filing his Application including the corporate owner of the property; the management company; and, two individuals. The landlord's representatives requested that the two named individuals be excluded as named respondents as they are employees of the management company. The tenant had no objection. I amended the application accordingly.

Issue(s) to be Decided

1. Has the tenant established an entitlement to the remedies he is seeking?

Background and Evidence

I was provided undisputed testimony that the tenancy commenced August 2012 and the tenant is required to pay rent of \$425.00 on the 1st day of every month. The rental unit is approximately 186 square feet and that is commonly referred to as an SRO (single room occupancy). The rental unit includes a sink but all of the furnishings in the room are the tenant's property.

The tenant requests that the landlord be ordered to have a locksmith re-code all of the deadbolts in the building. Alternatively, the tenant seeks authorization to change his own lock and order the landlord to reimburse him for this cost.

The tenant submitted that in November 2014 several deadbolts were changed in the building using commercial off the shelf deadbolts. The tenant submits that the problem with using such

deadbolts is that there are only a limited number of different “codes” or configurations and that when numerous deadbolts are installed odds are that some of the deadbolts will have the same code meaning keys for one unit may open another unit.

The tenant testified that in May or June 2015 his neighbour, the tenant in #314, informed him that he had a break-in in his unit and the manager changed the deadbolt to that unit in July 2015. The tenant testified that he witnessed the key for the new deadbolt open the deadbolt on another unit (#303). The tenant later changed his testimony to say he saw the key open the deadbolts of two other units (#301 and #303); neither of which were his unit. The tenant submitted that he is concerned that his deadbolt may be opened by a key for a different unit.

The landlord responded by stating they were unaware that a key for 314 was able to open locks on other units until this hearing as they had not been notified of such.

The tenant stated that the landlord does not respond to his written communications or denies receiving them so he did not notify the landlord prior to filing this Application. However, the tenant stated that a manager for the landlord, who was not at the hearing, was there and witnessed the key for one unit opening the other units. The landlords stated they were unaware of this prior to the hearing and as such they had not had the opportunity to speak with that manager so as to come prepared to respond to those allegations. The landlord also stated that it was that manager’s day off work and he was not available to testify.

I noted that in filing the tenant’s Applications he made the statement: “Tenants rooms are now being entered by those duplicate keys and their property is being stolen”. However, the tenant did not include particulars such as which rooms were involved, which room were opened by keys for another room, or any indication that the manager was a witness to such.

The tenant acknowledged that he intentionally withholds information from his Applications as the landlord always takes an opposing position.

Analysis

Section 59 of the Act provides requirements for making an Application for Dispute Resolution. Section 59(2)(b) provides that an application must

(b) include full particulars of the dispute that is to be the subject of the dispute resolution proceedings,

The above requirement is in keeping with the principles of natural justice which provide that a respondent has the right to be notified of the claims against them so that they may prepare a response or defence to the allegations against them.

In this case, the tenant intentionally withheld full particulars concerning this dispute. In hearing from the parties concerning this omitted information, I find the landlord's ability to prepare a sufficient response to the allegations was impeded.

I also point out that parties are encouraged to avoid disputes and this dispute may have been avoided had the tenant notified the landlord of his observations that a key for one unit opened two others, in writing, prior to filing this Application. Regardless, the landlord is now considered to be on notice that the tenant has reported that he has seen the key for one unit (#314) open the deadbolts of two other units (#301 and #303). The landlord is expected to investigate this and take appropriate action.

I dismiss the tenant's Application as I find he failed to comply with section 59(2)(b) of the Act in making this Application which compromised the landlord's ability to adequately prepare and respond to the matter under dispute. The tenant is given leave to reapply after allowing the landlord sufficient time to investigate the situation and take appropriate action.

Conclusion

The tenant's failed to provide full particulars with his Application as required by the Act and his application has been dismissed with leave.

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 20, 2015

Residential Tenancy Branch

