



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes AAT OLC OPT PSF O FF

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("the *Act*") for:

- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62;
- an order to the landlord to provide services or facilities required by law pursuant to section 65;
- an order to allow the tenant(s) to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65;
- authorization to change the locks to the rental unit pursuant to section 70;
- an order to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70;
- an order to allow access to or from the rental unit or site for the tenant or the tenant's guests pursuant to section 70; and
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

The landlord did not attend this hearing, although I waited until 9:44 in order to enable the landlord to connect with this teleconference hearing scheduled for 9:30 am. The tenant attended the hearing and was given a full opportunity to be heard, to present sworn testimony, and to make submissions. The tenant testified that he personally served the building caretaker (agent of the landlord) with his Application for Dispute Resolution on May 12, 2016. The tenant also submitted documentary evidence for this hearing. He testified that he served the building caretaker at the residential premises with the evidentiary documentary materials on May 27, 2016. I accept the sworn undisputed testimony of the tenant and find that the landlord was sufficiently served with the tenant's dispute resolution application and evidence in accordance with section 89 and 90 of the *Act*.

The tenant explained that the entirety of his application dealt with his request of the landlord to provide the tenant with replacement keys for his residential tenancy building front door and rental unit door by the landlord.

Issue(s) to be Decided

Is the tenant entitled to an order requiring the landlord to comply with the *Act* and is the tenant entitled to an order that the landlord provide services or facilities required by law?

Background and Evidence

The tenant stated that he has resided in the rental unit for approximately one year with a rental amount of \$1160.00 is payable on the first of each month and that the landlord holds a \$567.50 security deposit paid by the tenant at the outset of the tenancy.

The tenant testified that he recently lost his keys to both the residential tenancy building and his rental unit. When the tenant requested that the landlord provide a second set of keys, the landlord indicated both verbally and in writing that he required \$550.00 to do so. The tenant provided copies of the written response by the landlord. The landlord stated that the building policy requires that the rental unit high security locks be changed and therefore the tenant is required to pay \$400.00 for changing the locks.

The tenant submitted a copy of his “residential building key acknowledgement” that shows the tenant received 1 key for a high security lock for the outside and common area doors. The agreement signed by the tenant also states “...if my key becomes lost I agree to promptly notify on-site building management...” The tenant provided sworn undisputed testimony that he advised the on-site building manager of his lost key. Further, the correspondence submitted by the tenant shows that he notified the manager as required. The agreement includes a provision for payment of \$150.00 for a non-waivable replacement fee.

Analysis

Section 30 of the *Act* provides that a landlord must not unreasonably restrict access by the tenant or his guests to the residential property. Section 31 provides that both a landlord and tenant are limited in their ability to change the locks on a residence without agreement and access by the other party. In this case, the tenant argues that his access is unreasonably restricted: he is not able to lock the door of his apartment/rental unit because he has been provided no replacement keys. In this case, the tenant also

argues that the landlord wishes to change the lock to his unit without his permission and at his cost.

Section 6 and section 7 of the Residential Tenancy Regulation states,

6 (1) If a landlord provides a tenant with a key or other access device, the landlord may charge a fee that is

(a) refundable upon return of the key or access device, and

(b) no greater than the direct cost of replacing the key or access device.

(2) A landlord must not charge a fee described in subsection (1) if the key or access device is the tenant's sole means of access to the residential property.

7 (1) A landlord may charge any of the following non-refundable fees:

(a) direct cost of replacing keys or other access devices;...

The tenant acknowledges that he signed a building key agreement with respect to a cost of \$150.00 for replacement key fee however he submits that he has not agreed to the cost of an additional \$400.00 that the landlord claims to change the locks on the rental unit. The landlord indicated in his correspondence that their policy is to replace the rental unit locks however the tenant was not made aware of this fact prior to notifying the management and requesting replacement keys. The tenant is prepared to meet the signed agreement to pay \$150.00 for replacing his lost keys.

Residential Tenancy Policy Guideline No. 7 states,

The Act allows the tenant to request that the locks be changed at the beginning of a new tenancy. The landlord is responsible for re-keying or otherwise changing the locks so that the keys issued to previous tenants do not give access to the rental unit. The landlord is required to pay for any costs associated with changing the locks in this circumstance. The landlord may refuse to change the locks if the landlord had already done so after the previous tenant vacated the rental unit.

I have no evidence as to whether the locks were changed prior to the start of this tenancy. However, I find that the tenant's request for the landlord to provide replacement keys is reasonable and should be met with the terms of the residential

tenancy agreement and addendum in the form of the building key agreement. The tenant must have access to his rental unit home and the landlord's building must be protected by the ability to lock all of the doors within the home.

I find that the tenant must receive residential premises front door keys with the provision of his \$150.00 fee for replacement. Further, I find that the tenant must receive rental unit keys in accordance with Residential Tenancy Regulation 6 – that is refundable on the return of the key or access device and in an amount that it is no greater than the direct cost (to be shown to the tenant) of replacing the key or device.

Conclusion

I order that the landlord provide replacement keys to the tenant for both his rental unit door and the main entrance.

I order that the landlord provide front door residential premises keys to the tenant in exchange for \$150.00 replacement fee.

I order that the landlord provide rental unit keys to the tenant with a reasonable, refundable fee only.

I order that both keys be provided to the tenant within 3 days of the landlord's receipt of this decision.

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 17, 2016

Residential Tenancy Branch