



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes AAT

Introduction

This hearing addressed the tenant's application pursuant to section 30 of the *Residential Tenancy Act* (the "Act") to allow access to (or from) the unit or site for the tenant or tenant guests.

The tenant and landlord's agent, PM (the "landlord") attended the hearing and were each given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The landlord confirmed receipt of the tenant's application ("Application") for dispute resolution package. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was served with the Application.

Issue(s) to be Decided

Should the landlord be ordered to provide access to or from the unit or site for the tenant or tenant's guests?

Background and Evidence

The landlord could not recall the tenancy start date. The tenant testified that this tenancy began on May 1, 2005 on a month-to-month basis. Rent in the amount of \$425.00 is payable each month. The tenant did not remit a security deposit at the start of the tenancy. The tenant continues to reside in the rental unit.

Tenant

The tenant seeks to regain access to areas within the rental property building that have recently been restricted.

The tenant explained that a washroom located in the lobby area of the rental building that was previously unlocked and available for tenant use is now locked in the evenings. She stated the washroom is unlocked in the morning by the employee who holds the key. The tenant stated that approximately six months ago the manager converted this

washroom to an employee washroom. The tenant seeks to regain access to this washroom for her guests, other tenants and herself. The tenant acknowledged access to another common washroom in the library; however this is some distance away in the basement.

The tenant testified that the common recreation room that was once accessible by all tenants now has restricted access. In particular, the manager has initiated a process whereby tenants need to sign a document in exchange for a key. The tenant indicated this change was due to the landlord's misperception that a theft had occurred in the common room. The tenant presented a witness SW (the "witness"), that spoke to the misperception. The witness stated that nothing had gone missing from the common area, the landlord had at one time believed tables were taken from this area; however it was just a miscount. The witness testified that despite her pleas to the landlord to leave the locks the same, they changed them. The witness indicated that previously the building entrance key was used for the common area. Both the witness and tenant seek to have the lock reverted to accommodate this key. Both the witness and tenant testified that they do not have a key to this common area as they have not signed the required agreement.

Finally, the tenant is seeking to regain access to the common building sun decks. She estimated that approximately eight to nine years ago, there was a problem with the safety of the sun decks and the locks were changed to ensure residents would not enter. The tenant explained that approximately two years ago the sun decks were repaired yet remained locked. The tenant seeks to have the sun decks cleared for safety and reopened.

Landlord

The landlord testified that due to Worksafe requirements, the lobby washroom was converted to an employee washroom some time ago. She stated that previous to the employee designation the washroom was sometimes left in disarray from tenants and their guests. The washroom is frequently kept unlocked during the day but is secured in the evening. The landlord explained that there is another washroom in the library area open to tenants and their guests.

The landlord testified that the common room has been locked to restrict general access since August 2015 due to theft. Commencing in January of this year the rental units underwent significant renovations and during this time the common room was used as a personal storage area for the tenant's belongings. The landlord testified that the tenants agreed to this use of the common room. Upon completion of the renovation

project it was decided that access to the common room would once again be granted. Effective May 15, 2016 tenants could sign an agreement and in exchange receive a numbered key which would grant them access to the common room. The agreement outlines the rules governing the use of the common room.

The landlord recently inspected the sun decks with an environmental engineer and awaits the report indicating whether the sun decks are safe for tenant use or require further repair.

Analysis

Pursuant to section 30 of the *Act*, a landlord must not unreasonably restrict access to residential property by the tenant of a rental unit that is part of the residential property, or a person permitted on the residential property by that tenant.

I do not find that the landlord unreasonably restricted access to the lobby washroom. Although it may be further than preferred, the tenants and their guests have access to the common library washroom and to their own washroom in their rental unit. I find it probable that employees require a washroom upheld to a sanitary standard and I find it probable at times this washroom was not held to that standard due to tenant or guest use. Based on these reasons, I find the landlord has acted reasonably and do not order the landlord to provide tenant access to the lobby washroom.

In regard to the common room, I find the landlord has not unreasonably restricted access. Although tenants are required to sign an agreement I do not find the contents of the agreement to be offensive or unreasonable. The agreement serves to remind tenants of general housekeeping and responsibilities of the room such as garbage disposal and supervision of children and guests. Adherence to the rules stated in the agreement makes the use of the common room more enjoyable for all tenants. Based on this, I find the landlord has acted reasonably by enforcing the signed agreement to grant access to the common room.

As evidenced by the parties' testimonies, the safety of the sun decks remains unknown at this time. Consequently I dismiss this portion of the tenant's claim with leave to reapply.

Conclusion

The tenant's application for an order to provide access to the lobby washroom and common area are dismissed without leave to reapply.

The tenant's application for an order to provide access to the sundecks is dismissed with leave to reapply.

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 09, 2016

Residential Tenancy Branch