Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding AFFORDABLE HOUSING NON PROFIT RENTAL ASSOCIATION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes   O, FF

Introduction

The landlord applies for an order requiring the tenants to remove a chain lock from the inside of the front door of the rental unit.

The parties attending the hearing were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing.

Issue(s) to be Decided

Does the relevant evidence presented during the hearing show that the landlord has a right to demand the tenants remove the chain lock?

Background and Evidence

The rental unit is a five bedroom townhouse in a townhouse complex. The tenancy stared in September 2004. The current monthly rent is $1290.00. The landlord holds a $650.00 security deposit paid September 1, 2004.

It is not disputed but that a chain lock mechanism has been attached to the inside of the tenants' front door. The mechanism is the common one where a chain is affixed to the door's frame by bolts. The chain can be then attached to a slider in a metal plate screwed or bolted onto the door itself. The chain lock can only be used if there is someone on the inside the room to fasten the chain to the slider on the door.

The tenant's representative says the tenants say the chain lock was there when they moved in. They also provide a signed statement from a former tenant of the building, confirming the chain lock had been there.

The landlord's representative Ms. E.S. testifies that the chain lock was installed only recently. She says that last November she conducted annual inspections of all 39 units in the townhouse complex, including this one. She issued letters to the tenants of six units to remove chain locks. This unit was not one of them. She says she inspected this unit in November and there was no chain lock on the door.

She only discovered this chain lock when she returned to confirm the tenants had removed three unapproved fixtures that she had discovered in the rental unit during her inspection in November.

Analysis

I prefer the evidence of Ms. E.S. over that presented by the tenants. Her evidence was given under oath, was supported by documentation and was exposed to cross examination by the tenants' advocate. The tenants' evidence regarding the chain lock was not given directly. Though offered an opportunity to testify, the tenant Mr. S.A. preferred to have his advocate relate his testimony. A signed statement was filed to corroborate the tenants' position, but, again, that person was not under oath and did not attend the hearing, so was not subject to questioning.

The written tenancy agreement , clause 29, prohibits chain locks.

Whether or not the chain lock was there at the start of this tenancy twelve years ago or not (and I find that it was not there), the tenants have signed a tenancy agreement saying they will not have one.

The use of a chain lock on the door to the rental unit is contrary to the tenancy agreement.

I order and direct that the tenants remove or have removed the chain lock from their door by July 25, 2016 and that the landlord by its agents and workmen may enter the premises at 4:00 p.m. on July 29, 2016 to inspect for compliance with the order and, if they so desire, to remove the chain lock.

Conclusion

The landlord's application is allowed. The tenants are ordered to remove the chain lock by July 25, 2016.

I award the landlord recovery of the $100.00 filing fee for this application. There will be a monetary order against the tenants in the amount of $100.00.

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 21, 2016

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Residential Tenancy Branch