



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: ERP, OLC, PSF, FFT

### Introduction

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. An order that the landlord make repairs or emergency repairs.
- b. An order that the landlord provide services or facilities required by the tenancy agreement or law.
- c. An order that the landlord comply with the Act, Regulations or tenancy agreement.
- d. An order to recover the cost of the filing fee?

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the landlord on April 9, 2018. With respect to each of the applicant's claims I find as follows:

### Issues to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order for repairs or emergency repairs?
- b. Whether the tenant is entitled to an order that the landlord provide services or facilities required by the tenancy agreement or law.
- c. Whether the tenant is entitled to an order that the landlord comply with the Act, Regulations and/or tenancy agreement?
- d. Whether the tenant is entitled to recover the cost of the filing fee?

### Background and Evidence:

The tenancy began in November 2011. The present rent is \$943 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit but the parties did not have the records to advise exactly how much was paid.

The tenant testified that since November 2017 the building has been repeatedly broken into. The tenants have experienced mail theft, vehicle break-ins and intruders in the stairwell. Canada post ceased delivering mail due to the mailbox's unsecured state. The tenants have made a number of requests to for the landlord to deal with the situation but the landlord has failed to properly respond.

The tenant submitted a letter dated March 8, 2018 which he sent to the landlord setting out nine suggestions for improving the security of the building. The landlord has made certain repairs and improvements. The Post Office has reinstated the postal service to the building. The tenant now seeks the following:

- To repair or replace eight mailboxes which are have a gap that can be easily pried open.
- To change the FOB for the garage
- To provide a sufficient emergency contact number.

The landlord disputes the tenant's claim based on the following:

- This is not a joiner action and there is insufficient evidence that Tenant is acting on behalf of other Tenants.
- There are 22 rental units in the rental property.
- The landlord takes the position that the major problem is tenants or their guests permitting unwanted individuals to enter the rental property when they enter or leave. That being said the landlord has taken steps to deal with the problems.
- The landlord provided evidence that the major problem relating to mail theft is the thief prying open the lock used by post workers when they try to gain access to the individual post boxes. The landlord has received advice from the post office and locksmith and they have installed a kit that places a cover over the lock and prevents a thief from gaining access to pry this lock. There are four banks of post boxes and the landlord has installed a cover over each of the locks at a cost of \$400 to \$500 per cover. It is very unlikely that a thief would attempt to pry open a single mailbox.
- The landlord does not have any reports of a FOB gone missing. There is no evidence that a thief has gained access to the parking area through the misuse of a FOB.
- The landlord has given an emergency contact number to all tenants. In the situation the tenant is complaining of there was a technical problem with the emergency contact's number that has since been rectified.

Analysis:

I accept the landlord's submission that there is insufficient evidence to establish that the tenant is acting on behalf of other tenants in the rental unit. As a result I determined it would not be appropriate for me to make an order that relates to other tenants.

I accept the evidence presented by the landlord that the landlord has made significant improvements to the security of the building. The installation of the cover on the locks is a

major improvement. However, I am satisfied a risk still exist with regard to the tenant's mail box as there is still a gap. I ordered that the landlord replace or repair the tenant's mailbox to eliminate the gap.

I dismissed the tenant's application that the landlord replace the FOBs to the garage as I determined there is insufficient evidence that the unwanted individuals are gaining access through the misuse of a FOB.

I dismiss the tenant's application that the landlord provide another emergency contact number. An emergency contact number was provided. I accept the evidence of the landlord that the problem experience in the one situation was properly dealt with.

Determination and Orders:

In summary I order that the landlord replace or repair the tenant's mailbox so that the gap is eliminated. I further order that the landlord pay to the Tenant the cost of the filing fee in the sum of \$100 such sum may be deducted from future rent.

**This decision is final and binding on both parties.**

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: April 30, 2018

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Residential Tenancy Branch