



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding TRANSPACIFIC REALTY ADVISORS
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes AAT FF

Introduction

Pursuant to section 58 of the *Residential Tenancy Act* (the *Act*), I was designated to hear an application regarding the above-noted tenancy. The tenants' have applied for:

- an Order directing the landlord to allow access to the rental unit pursuant to section 70 of the *Act*;
- a return of the filing fee pursuant to section 72 of the *Act*.

Both the landlord and the tenant N.S attended the hearing. The landlord was represented at the hearing by agents, S.A. and J.C., while the tenants represented by tenant N.S. All parties present were given a full opportunity to be heard, to present their testimony and to make submissions.

The parties confirmed receipt of each other's evidentiary packages, while the landlord confirmed receipt of the tenant's application for dispute resolution.

Issue(s) to be Decided

Should the landlord be directed to allow access to the rental unit?

Can the tenant recover the filing fee from the landlord?

Background and Evidence

The tenant explained that this tenancy began on July 1, 2014. Current rent is \$1,475.00 per month, and a security deposit of \$675.00 paid at the outset of the tenancy, continues to be held by the landlord. The tenant said she was the only named adult on the rental agreement and that she shared the apartment with her two minor children.

The tenant said that she sought an order directing the landlord to provide her with an extra set of keys because her daughter who would soon be 11 years old, had recently began walking home from school and required access to the building.

The landlord disputed that she was denying the tenant access to the building, noting that she had been provided two sets of keys which enabled her to access both the front and back doors of the building. The landlord said that she did not feel comfortable providing the tenant with a further set of keys and that it went against the building's policy to provide persons under 12 years old with a set of keys.

The tenant acknowledged that she had in fact been provided with two sets of keys, but argued that she had given one set of keys to her mother who attended to the apartment, and required a further "third" set. The tenant said that coordinating a key exchange with her mother was very difficult and this often led to a complicated arrangement whereby her daughter may be prevented from accessing the building when required.

Analysis

The tenant argued that she felt that the landlord had prevented her from having full access to the rental unit by not providing her with a further set of keys, above the two sets provided under the tenancy.

Section 30 of the *Act* states, "A landlord must not unreasonably restrict access to residential property by the tenant of a rental unit that is part of the residential property." After considering the oral testimony of both parties and reviewing the evidence submitted, I find no evidence that the landlord is unreasonably restricting the tenants' access to the rental unit, however, I note that *Residential Tenancy Policy Guideline #1* states, "The landlord must give each tenant at least one set of keys for the rental unit, main doors, mail box and any other common areas under the landlord's control, such as recreational or laundry rooms."

During the hearing, tenant N.S. said that she along with her two children was named on the tenancy agreement.

Section 3 of the *Act* states, "A person who has not reached 19 years old of age may enter into a tenancy agreement or a service agreement, and the agreement and this Act and the regulations are enforceable by and against the person despite section 19 of the *Infants Act*."

After reviewing the applicable law and *Policy Guidelines* it is evident that the landlord must give each named tenant at least one set of keys for the rental unit even if they are under the age of 19.

I find no evidence that the landlord has unreasonably restricted the tenants' access to the rental unit. As the tenant was unsuccessful in her application, she must bear the cost of her own filing fee.

Conclusion

The landlord is directed to provide ALL NAMED tenants on the tenancy agreement with their own set of keys to the rental unit.

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: May 15, 2018

Residential Tenancy Branch