



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RR PSF FF

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution. A hearing by telephone conference was held on October 15, 2018. The Tenant applied for multiple remedies, pursuant to the *Residential Tenancy Act* (the "Act").

The Tenant attended the hearing, and the Landlord was represented at the hearing by counsel. All parties were provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me.

Both parties confirmed receipt of each other's documentary evidence package.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence submitted in accordance with the rules of procedure and evidence that is relevant to the issues and findings in this matter are described in this Decision.

Preliminary Matters

After a discussion during the hearing, the Tenant stated he did not wish to pursue his application to reduce rent due to the parking issues he has encountered. I hereby allow the Tenant to amend his application to withdraw this item, and the only item left to discuss is related to the Tenant's request that the Landlord provide services or facilities required by law, or the tenancy agreement.

Issue(s) to be Decided

- Is the Tenant entitled to an order that the Landlord provide services or facilities required by the tenancy agreement or law?

Background and Evidence

The Tenant stated that he has been trying to get a key to the mailbox for quite some time, and he had to file this application because he has not been able to thus far. The Tenant stated that he lives in the basement unit, and there is another set of people living above him. The Tenant stated that the people living upstairs get the mailbox key, and he has to wait for them to deliver his mail, which ends up being very inconvenient and often delayed. The Tenant stated that both his unit, and the upper unit share the same mailing address, and the upper unit is the only one with the mailbox key. The Tenant stated that the mailbox is one of those lockable community mailboxes. The Tenant stated that he has had several conversations with the Landlord and at one point he was offered a separate PO Box rather than a key for the main mailbox but he did not opt for this because he has had issues with using a PO Box rather than a proper mailing address before.

Counsel for the Landlord stated that they are okay with providing access to the mailbox and stated that the Landlord is out of town until the end of October 2018. Counsel stated that when the Landlord returns home, they will gladly provide a copy of the key to the main mailbox for the house. The Tenant expressed that this is ultimately what he was hoping for but questioned why he had to file for dispute resolution in order to get his key for the mail. Counsel for the Landlord stated they offered this option before but admitted that they were not privy to all the conversations that had occurred between the Tenant and the Landlord.

Analysis

I have considered the totality of the evidence and testimony on this matter, and I turn to the following:

Residential Tenancy Policy Guideline #1 – Landlord and Tenant – Responsibility for Residential Premises

KEYS

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.

I find the Landlord must give the Tenant a key to the mailbox, considering he shares the same mailing address as the unit upstairs. I note the Landlord returns from a trip at the end of October 2018, and I order the Landlord to provide a mailbox key to the Tenant by November 8, 2018. This should allow ample time to have a key made and delivered to the Tenant.

Further, section 72 of the *Act* gives me authority to order the repayment of a fee for an application for dispute resolution. Since the Tenant was successful in this hearing, I also order the Landlord to repay the \$100.00 fee the Tenant paid to make the application for dispute resolution. I authorize the Tenant to deduct \$100.00 from one future rent payment.

Conclusion

The Landlord is ordered to provide the Tenant with a key to the mailbox by November 8, 2018.

The Tenant may deduct \$100.00 from one future rent payment.

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: October 16, 2018

Residential Tenancy Branch