



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding FIRST SERVICE RESIDENTIAL
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes PSF, FFT

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an Order to provide services or facilities required by the tenancy agreement or law, pursuant to section 62; and
- authorization to recover the filing fee for this application from the landlord, pursuant to section 72.

Both parties attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

The tenant testified that the landlord was served the notice of dispute resolution package by registered mail on August 15, 2018. The tenant provided the Canada Post Tracking Number to confirm this registered mailing. The property manager (the "landlord") confirmed receipt of the dispute resolution package on August 29, 2018. I find that the landlord was served with this package on August 29, 2018, in accordance with section 89 of the *Act*.

Issue(s) to be Decided

1. Is the tenant entitled to an Order to provide services or facilities required by the tenancy agreement or law, pursuant to section 62 of the *Act*?
2. Is the tenant entitled to recover the filing fee for this application from the landlord, pursuant to section 72 of the *Act*?

Background and Evidence

While I have turned my mind to the documentary evidence and the testimony of both parties, not all details of their respective submissions and arguments are reproduced here. The relevant and important aspects of the tenant's and landlord's claims and my findings are set out below.

Both parties agreed to the following facts. This tenancy began on August 1, 1983 and is currently ongoing. Monthly rent in the amount of \$1,104.00 is payable on the first day of each month. A security deposit of \$375.00 was paid by the tenant to the landlord. A written tenancy agreement was signed by both parties and a copy was submitted for this application. The subject rental property is one of 90 units within an apartment building.

The tenant testified that when she moved into the apartment building she was assigned a locker and that she has retained that locker even when she moved to different units within the apartment building. Both parties agree that the tenant's locker number does not match her unit number.

Both parties agreed that the current property management company took over management of this apartment building in February of 2018. The landlord testified that when they took over the management of the building the storage lockers were extremely disorganized and were not properly distributed. The landlord testified that some units were occupying multiple lockers, some units did not have a locker and some units were not occupying the correct locker.

The landlord testified that there are 90 units in the building and that there are 90 lockers and that the locker numbers are supposed to correspond to the unit numbers. The landlord testified that when the unit numbers match the storage locker numbers it is clear and obvious which locker belongs to which unit thereby avoiding confusion.

The landlord testified that soon after taking over the management of the building he conducted a locker audit to determine which units were occupying which lockers in order to bring order to the locker system. Both parties agreed that in May 2018 the landlord issued a newsletter to all residents which stated that tenants were to only use the lockers which corresponded to their unit numbers. The newsletter dated May 28, 2018 was entered into evidence.

The tenant submitted that on August 2, 2018 she received a notice from the landlord stating that she was improperly using her locker and that if she did not clear out her locker by August 18, 2018, her items would be removed and discarded. The notice dated August 2, 2018 was entered into evidence. After receipt of this notice, the tenant contacted the landlord via e-mail requesting that she be permitted to retain the locker she has had since 1983, the landlord did not agree. Following the e-mail communications, the tenant filed for dispute resolution with the Residential Tenancy Branch on August 15, 2018. The e-mail communications were entered into evidence.

The tenant testified that she is willing to move into another locker as long as it is the same size or larger than the locker she currently occupies. Both parties agree that the locker which corresponds to the tenant's unit number is smaller than the locker the tenant currently occupies.

Both parties agree that the tenancy agreement is silent on storage lockers and does not state that the tenant is either entitled to a specific storage locker, or any storage locker.

Analysis

Section 62(3) of the *Act* states that the director may make any order necessary to give effect to the rights, obligations and prohibitions under this Act, including an order that a landlord or tenant comply with this Act, the regulations or a tenancy agreement and an order that this Act applies.

I find that the landlord has not breached the *Act*, the regulations or the tenancy agreement by requesting that the tenant occupy the storage locker that corresponds to her unit number.

In this case, I find that it is within the landlord's purview to manage the distribution and assignment of storage lockers.

Conclusion

I dismiss the tenant's application without 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: October 01, 2018

Residential Tenancy Branch