



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      AAT, OLC, FFT

### Introduction

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

- an Order directing the landlord to comply with the *Act*, regulation or tenancy agreement, pursuant to section 62;
- Order to Allow Access for the Tenant or their guests, pursuant to section 70; 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.

Both parties agree that the tenant personally served the landlord with her application for dispute resolution. I find that the landlord was served with the tenant's application in accordance with section 89 of the *Act*.

### Amendment

At the hearing the landlord testified to the spelling of his name. The tenant's application for dispute resolution spelt the landlord's first name incorrectly. Pursuant to section 64 of the *Act*, I amend the tenant's application to correctly state the landlord's name.

### Issues to be Decided

1. Is the tenant entitled to an Order directing the landlord to comply with the *Act*, regulation or tenancy agreement, pursuant to section 62 of the *Act*?
2. Is the tenant entitled to an Order to Allow Access for the Tenant or their guests, pursuant to section 70 of the *Act*?

3. Is the tenant entitled 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 in September 2013 and is currently ongoing. Monthly rent in the amount of \$860.00 is payable on the first day of each month. A security deposit of \$400.00 was paid by the tenant to the landlord.

Both parties agree to the following facts. The tenant lives in an apartment building. When the tenant moved into the subject rental property she was provided a key to a storage room in which storage lockers for many of the building's residents are located, including the tenant's storage locker. The tenant had unrestricted access to her storage locker for approximately five years until the landlord changed the lock to the storage room and did not provide a key to the tenant or other building residents.

Both parties agree to the following facts. The landlord posted a letter in the subject rental building dated October 12, 2018 which stated:

- The Key to the locker room has been changed at the direction of the Owner
- If/when you need access to the Locker Room just get hold of me. Monday to Friday 9a.m. to 5 p.m., evenings and weekends by prior arrangement only.

The tenant testified that this restriction is a great inconvenience as she works from 9 a.m. to 5 p.m. and so can only gain access by prior appointment. The tenant testified that she plays a number of sports and her gear is stored in her locker since her apartment is only 500 sq. feet. The tenant testified that she has missed out on the opportunity to play a number of short notice games because the landlord was not able to give her access on short notice.

The tenant argued that the landlord has breached section 31 of the *Act* by changing the lock to the storage room which is a common area. The landlord argued that the storage room is not a common area. The landlord testified that the *Act* does not specifically state that a storage room is a common area.

The landlord testified that the locks were changed because a number of the building residents complained that items from their storage lockers were being stolen and tenants were dumping unwanted items such as mattresses in the storage area. The landlord testified that the storage lockers should only be used to store seasonal items, not items that you use frequently.

### Analysis

Residential Tenancy Branch Policy Guideline #1 states that 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.

Section 31(1) and section 31(1.1) of the *Act* state that a landlord must not change locks or other means that give access to residential property unless the landlord provides each tenant with new keys or other means that give access to the residential property. A landlord must not change locks or other means of access to a rental unit unless

- (a) the tenant agrees to the change, and
- (b) the landlord provides the tenant with new keys or other means of access to the rental unit.

Section 1 of the *Act* defines a residential property as

- (a) a building, a part of a building or a related group of buildings, in which one or more rental units or common areas are located,
- (b) the parcel or parcels on which the building, related group of buildings or common areas are located,
- (c) the rental unit and common areas, and
- (d) any other structure located on the parcel or parcels.

Section 1 of the *Act* defines a common area as any part of residential property the use of which is shared by tenants, or by a landlord and one or more tenants.

I find that the storage room is a common area as defined by the *Act*. While the *Act* and the Residential Tenancy Branch Policy Guideline #1 do not specifically state that storage rooms are common areas, I find that the storage room is an area the use of which is shared by tenants and the landlord.

Given my finding that the storage room is a common area, I find that, pursuant to section 31 of the *Act*, the landlord was not permitted to change the lock to the storage room without giving a copy of the new key to the tenant. Pursuant to section 62 of the *Act*, I Order the landlord to comply with section 31 of the *Act* and provide the tenant with a key to the storage room.

As the tenant was successful in her application, I find that she is entitled to recover the \$100.00 filing fee from the landlord in accordance with section 72 of the *Act*.

Section 72(2) states that if the director orders a landlord to make a payment to the tenant, the amount may be deducted from any rent due to the landlord. I find that the tenant is entitled to deduct \$100.00, on one occasion, from rent due to the landlord.

### Conclusion

I Order the landlord to comply with section 31 of the *Act* and provide the tenant with a key to the storage room.

The tenant is entitled to deduct \$100.00, on one occasion, from rent due to the landlord.

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 26, 2019

---

Residential Tenancy Branch