



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      FFT OLC

### Introduction

This hearing was convened by way of conference call concerning an application made by the tenant seeking an order that the landlord comply with the *Act*, regulation or tenancy agreement, and to recover the filing fee from the landlord for the cost of the application.

The landlord and the tenant attended the hearing and each gave affirmed testimony. The parties were also given the opportunity to question each other.

No issues with respect to service or delivery of documents or evidence were raised, and all evidence provided has been reviewed and is considered in this Decision.

### Issue(s) to be Decided

Has the tenant established that the landlord should be ordered to comply with the *Residential Tenancy Act*, regulation or tenancy agreement by providing the tenant with additional suite keys and building fob?

### Background and Evidence

**The tenant** testified that this fixed term tenancy began on March 1, 2014 and expired on the last day of February, 2015 thereafter reverting to a month-to-month tenancy, and the tenant still resides in the rental unit. Rent in the amount of \$1,522.00, including parking is currently payable on the 1<sup>st</sup> day of each month and there are no rental arrears. At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$625.00 which is still held in trust by the landlord and no pet

damage deposit was collected. The rental unit is an apartment in a complex containing 3 floors of apartments, and the landlord is the manager and lives in the building as well.

A copy of the tenancy agreement with an Addendum has been provided as evidence for this hearing. When the tenant first moved in she received 3 sets of keys for the building and for the suite. The landlord had given the tenant 2 sets, but the tenant told her that she needed a 3<sup>rd</sup> set and the landlord complied. The tenant has received the landlord's evidence and the copy of the Addendum to the tenancy agreement differs from the tenant's copy. The copy provided by the landlord shows 2 sets of keys, and the copy provided by the tenant clearly shows that the "2" sets of keys was changed to "3" sets. The tenant testified that she has no knowledge of how or who changed it; the tenant received her copy of the tenancy agreement the day after moving in and suspects that's when the Addendum was changed.

The landlord had all the locks changed in 2015 and the tenant only received 2 sets and requires 3 sets but the landlord told the tenant that the company used for changing the locks didn't have enough copies, and the landlord would ensure the tenant received another set later.

The tenant also testified that her niece had resided in the rental unit and moved out in February, 2019. The landlord told the tenant quite arrogantly to give back the niece's set of keys, and the tenant complied. The tenant checked her tenancy agreement which showed 3 sets of keys and testified that she is left-handed and comparing the handwriting, it was not the tenant who changed that portion of the Addendum.

The tenant's parents visit from time-to-time, and the tenant is a housekeeper. She needs 2 extra sets of keys for her parents so they can come and go while the tenant isn't home and to have a spare. It's difficult to negotiate with the landlord.

**The landlord** testified that when interviewing incoming tenants, the tenancy agreement and Addendum are signed and the inspection is completed. That's when tenants get keys, and not before that.

The landlord has also provided a copy of the move-in condition inspection report which states that 1 set of keys was given to the tenant. It also states that an additional set was provided to the tenant, which the landlord testified was done when the tenant's niece moved in. When the tenant's niece moved out, a friend of the tenant moved in, without any paperwork and she used the keys the niece had been using. Then the friend moved out and the niece moved back in.

The landlord does not know why her copy of the Addendum doesn't match the tenant's copy or the move-in condition inspection report and testified that there never was a 3<sup>rd</sup> set. The landlord asked the tenant to return a set when her niece moved out, and she complied. The keys are numbered and the landlord has to keep track of them and who has them for security purposes.

The tenant now has 1 set of keys. In June, 2019 the tenant wanted another and the landlord wanted to discuss it with her to find out why. The tenant said it was for family members when they visit. The building has an intercom and everyone has cell phones. The landlord doesn't hand out keys to visitors or guests, and denies telling the tenant that she would give the tenant a set "later," as the tenant testified.

### Analysis

Neither the landlord nor the tenant knows when the tenant's copy of the Addendum was changed. However, the *Residential Tenancy Act* specifies that the move-in and move-out condition inspection reports are evidence of the condition of the rental unit. I think that also applies to keys and building fobs. The move-in condition inspection report specifies 1 set of keys with an additional set given. That is consistent with the landlord's copy of the Addendum.

I accept the landlord's testimony that the landlord is not required to provide a tenant with keys for guests. I also accept that the landlord needs to be aware of who has keys and has to keep track of them for security purposes. The Addendum specified 2 sets which was signed by the tenant on February 14, 2014, and the move-in condition inspection report is dated February 28, 2014, also indicating 2 sets.

I find that the tenant is entitled to 2 sets of keys, and currently has 1 set. I order the landlord to comply with the Addendum to the tenancy agreement and provide the tenant with a 2<sup>nd</sup> building fob (abloy) and suite key.

Since the tenant has been successful with the application the tenant is also entitled to recovery of the \$100.00 filing fee. I grant a monetary order in favour of the tenant in that amount, and I order that the tenant be permitted to reduce rent on a one-time basis by that amount, or may otherwise recover it by filing the order for enforcement in the Provincial Court of British Columbia, Small Claims Division.

Conclusion

For the reasons set out above, I hereby order the landlord to comply with the Addendum to the tenancy agreement by providing the tenant with a 2<sup>nd</sup> set of building and suite key or fob.

I hereby grant a monetary order in favour of the tenant as against the landlord pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$100.00 and I order that the tenant be permitted to reduce rent by that amount on a one-time basis only as recovery of the filing fee, or may otherwise recover it by filing the order for enforcement in the Provincial Court of British Columbia, Small Claims Division.

This order is final and binding and may be enforced.

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: December 06, 2019

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Residential Tenancy Branch