



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OLC

### Introduction

This hearing dealt with the tenant's application for orders for the landlord to comply with the Act, regulations or tenancy agreement.

Both parties appeared or were represented at the hearing and had the opportunity to make relevant submissions and to respond to the submissions of the other party pursuant to the Rules of Procedure.

### Issue(s) to be Decided

Has the tenant established that the landlord violated the Act, regulations or tenancy agreement? If so, it is necessary and appropriate to issue orders for the landlord to comply with the Act, regulations or tenancy agreement?

### Background and Evidence

The parties entered into a written tenancy agreement for a tenancy that commenced on May 1, 2016. Prior to that, the tenant had been residing in the rental unit with her boyfriend and his family. When the tenant's boyfriend's family moved out of the rental unit they gave her a key to a storage locker located in the hallway of the building and the tenant moved personal possessions into the hallway storage locker.

On March 10, 2020 the tenant discovered that luggage had been stolen from the storage locker. The tenant also determined her key no longer worked in the lock of the storage locker and the tenant filed this Application for Dispute Resolution on March 11, 2020. In making her Application for Dispute Resolution the tenant submitted that she does not have a key to the new lock and that is a violation of the Act. The landlord provided the tenant with a new key a few days later.

Since the landlord has already provided the tenant with a new key for the storage locker, I asked the tenant what sort of order for compliance she was seeking. The tenant stated she had not been given prior notice that the lock would be changed to the storage locker or a new key immediately upon the lock change and that is a violation of the Act. The tenant wants to make sure that does not happen again.

The landlord explained that rental units in the building have storage areas within the rental units but there are also storage lockers in the hallway that are provided upon written request by a tenant and for a fee (the landlord did not know the exact fee being charged for the storage lockers). Upon providing a tenant rental of a storage locker, the landlord enters the locker number in the landlord's recording system.

The landlord testified that the tenant had never requested use of a storage locker in the hallway and the landlord did not know who was using it when the locker doors were repainted and the locks changed which is why he had not given the tenant notification of the lock change or a new key until she came to him. The landlord stated that when the tenant asked for a new key, he gave her one without checking her tenancy agreement first. The landlord pointed out that the tenancy agreement does not provide for a storage locker and there was no request by the tenant to use the storage locker in the hallway. The landlord does not object to giving the tenant permission to use the storage locker but pointed out he requires a written request and a fee.

The tenant made no suggestion that she had ever asked or notified the landlord that she was using the storage locker in the hallway.

I heard that the storage locker the tenant is using is identified as "4C" on the door of the locker.

### Analysis

The storage locker located in the hallway of the building is part of the residential property, but not the rental unit itself. As such, I find that the provision of section 31(1) of the Act would pertain to changing of locks for the storage locker in the hallway. Section 31(1) provides as follows:

**31** (1) 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.

Locks for “the residential property” usually refers to locks on the entry door of an apartment building, common parking areas, common laundry rooms, common storage rooms, and the like, provided the tenant is permitted access to those areas.

In this case, the lock of concern was a storage locker in the common hallway. As such, I turn my mind to whether the tenant was entitled to use of the storage locker.

Below, I have reproduced the relevant section of the tenancy agreement that provides for the services or facilities the landlord shall provide the tenant as part of her tenancy agreement.

No furnishings, equipment, facilities, services, or utilities will be provided by the landlord and included in the rent EXCEPT those checked below, which the tenant agrees are in good condition and which the tenant and his guests will use carefully. See Clause 11, Utilities Payment.

<b>Laundry Facilities:</b>	Washer in rental unit <input type="checkbox"/>	Dryer in rental unit <input type="checkbox"/>	Washer and Dryer in Common Area (pay machines – additional fee) <input type="checkbox"/>
<b>Appliances:</b>	Fridge <input checked="" type="checkbox"/>	Stove <input checked="" type="checkbox"/>	Dishwasher <input checked="" type="checkbox"/>
Cablevision *	Heat <input type="checkbox"/>	Water supply *	Carpets <input type="checkbox"/>
Window Coverings <input checked="" type="checkbox"/>	Electricity <input type="checkbox"/>	Sewage Disposal *	Furniture <input type="checkbox"/>
Parking: See Clause 6, Rent <input type="checkbox"/>	Hot Water *	Other Facility or Service*	Garburetor <input type="checkbox"/>
			Garbage Collection* <input checked="" type="checkbox"/>
			Natural or Propane gas <input type="checkbox"/>

The landlord must not take away or make the tenant pay extra for a service or facility that is already included in the rent, unless a reduction is made under section 27 (2) of the Act.

\* Upon 30 days written notice, the landlord may change or remove any of these services, if the method by which they are supplied to the landlord changes.

The above reproduced term specifically provides that the landlord does not provide services or facilities as part of the tenancy unless indicated. There is no indication that a storage locker is a service or facility to be provided to the tenant in the above term, or elsewhere in the tenancy agreement.

The landlord described the process where a tenant seeks use of a hallway storage locker in the common areas where the use of a storage locker is not part of the tenancy agreement and I find the process he described to be reasonable and not uncommon. Accordingly, in order to establish an entitlement to use a hallway storage locker I would expect the tenant to provide evidence to demonstrate she requested and/or was given permission by the landlord to use the storage locker. There is no evidence to suggest the tenant asked the landlord to use a storage locker in the hallway or that the landlord had given permission, either expressly or implicitly prior to March 10, 2020. Rather, the tenant acknowledged that she obtained a key for storage locker 4C directly from former tenants or occupants of the property. As such, I accept the landlord's position that he did not know the tenant was using locker 4C for storage and I accept that it would be unreasonable to expect him to notify her of the anticipated lock change and give her a new key before she approached him after March 10, 2020. Therefore, I find I am

unsatisfied the tenant established that the landlord violated the Act, regulations or tenancy agreement.

With a view to avoiding future dispute concerning the tenant's possessions currently in storage locker 4C, I order the landlord to record in his recording system that the tenant's possessions are currently in locker 4C so that the landlord, or landlord's agents, know who is currently using storage locker 4C.

It should be noted that the landlord may be entitled to charge a fee for the tenant's use of the storage locker under the Residential Tenancy Regulations (the regulations). Where a tenant requests a "service or facility" (which includes storage under the definition of "services or facility" in section 1 of the Act) and that service or facility is not part of the services or facilities provided to the tenant under their tenancy agreement, section 7(1)(g) of the regulations permits a landlord to charge the tenant a non-refundable fee for the requested service or facility.

Below, I have reproduced section 7(1)(g) of the regulations:

**Non-refundable fees charged by landlord**

**7** (1) A landlord may charge any of the following non-refundable fees:

(g) a fee for services or facilities requested by the tenant, if those services or facilities are not required to be provided under the tenancy agreement.

I suggest the tenant decides whether she wishes to continue to use storage locker 4C and if so approach the landlord about her continued use of the locker so that the parties may come to an agreement with respect to storage fees that will be charged, if any.

Conclusion

The tenant failed to establish the landlord violated the Act, regulations or tenancy agreement with respect to a storage locker she has been using.

With a view to avoiding a future dispute, I order the landlord to record in his system that the tenant's possessions are currently in storage locker "4C". I also put the tenant on notice that the landlord may be entitled to charge a non-refundable fee for her use of a storage locker in the hallway since that service or facility was not provided to her as a term under her tenancy agreement.

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 13, 2020

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Residential Tenancy Branch