



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC, PSF

Introduction

The Tenant applies for the following relief under the *Residential Tenancy Act* (the “Act”):

- An order under s. 62 that the Landlord comply with the *Act*, Regulations, and/or tenancy agreement; and
- An order under s. 65 that the Landlord provide services or facilities required by the tenancy agreement or the law.

J.S. appeared as Tenant. L.H. appeared as agent for the Landlord.

The parties affirmed to tell the truth during the hearing. I advised of Rule 6.11 of the Rules of Procedure, in which the participants are prohibited from recording the hearing. The parties confirmed that they were not recording the hearing.

The Tenant advises that he served the Landlord with the Notice of Dispute Resolution and his evidence at their office. The Landlord’s agent acknowledges receipt of the same. Based on the Landlord’s acknowledged receipt of the Tenant’s application materials, I find that they were sufficiently served pursuant to s. 71(2) of the *Act*.

The Landlord’s agent advised that the responding evidence was served on the Tenant by posting it to the Tenant’s door on February 11, 2022. The Tenant acknowledged receipt of the same on February 11, 2021. Based on the Tenant’s acknowledged receipt of the response evidence, I find that he was sufficiently serve pursuant to s. 71(2) of the *Act*.

Issue(s) to be Decided

- 1) Should the Landlord be ordered to comply with the *Act*, Regulations, and/or the tenancy agreement?
- 2) Should the Landlord be ordered to provide services or facilities required by the tenancy agreement or the law?

Background and Evidence

The parties were given an opportunity to present evidence and make submissions. I have reviewed all written and oral evidence provided to me by the parties, however, only the evidence relevant to the issue in dispute will be referenced in this decision.

The parties confirmed that the Tenant began to occupy the rental unit in January 2021. The parties further confirmed that the Tenant's personal rent obligation is \$375.00 per month after taking a rental subsidy into account. The remaining portion is covered by BC Housing.

The rental unit is located in a multi-unit residential property.

The Tenant says the residential property has issues with vandalism and theft and has filed complaints with the Landlord with respect to these issues. The Tenant indicated that he has spoken with the police, who have indicated to him that a particular portion of the residential property needs a security camera. In the Tenant's application, he asks that the Landlord install security cameras as per the police recommendation.

The Tenant's application also asks that the Landlord either hire a security firm or hire an on-site property manager. The Tenant says there was a property manager on-site in 2021 and that issues at the building were not present when someone was there.

The Tenant admitted that none of his property was stolen or vandalised but that he was concerned for his personal safety at the property given the asserted criminal activity. The Tenant indicated that the Landlord's provision of video surveillance for the building is not a requirement in his tenancy agreement and that he has a fob giving him access to the building from the outside. He says that some people prop the door open.

The Landlord says that they have cameras installed and that they have recently hired a security company to attend the property at random times in response to the complaints

mentioned by the Tenant. The Landlord's agent says they manage a number of buildings and that they do not typically have an on-site property manager and only did so previously as they were in the process of tenanting a new building.

Analysis

The Tenant seeks an order that the Landlord comply with the *Act*, Regulations, and/or the tenancy agreement. The Tenant also asks that the Landlord provide services or facilities, namely video surveillance and either that either security or an on-site property manager be hired.

Pursuant to s. 62(3) of the *Act*, the director may make any order necessary to give effect to the rights, obligations, and prohibitions under the *Act*, including an order that the Landlord comply with the *Act*, Regulations, or a tenancy agreement. Under s. 65 of the *Act*, the director may order that a landlord provide services or facilities as required by the tenancy agreement, the *Act*, or the Regulations.

The Tenant's claims rely upon first demonstrating that the Landlord has an obligation under the *Act*, Regulations, or the tenancy agreement that is not being fulfilled. The Tenant has not done so under the circumstances.

The Tenant admits that the Landlord is under no obligation under the tenancy agreement to provide security cameras. I have reviewed the tenancy agreement. There is no specific provision that the Landlord is obliged to provide security cameras in the common areas of the residential property, nor is there provision that the Landlord is to provide security personnel or an on-site property manager.

I accept that the residential property may have issues with vandalism and theft. However, much of this is outside of the Landlord's control. The Tenant admits that residential property is secured from outside entry, that he was given a fob by the Landlord, and that other occupants are holding the door open. The building's security issues appear to be caused, at least in part, by the other occupants who leave the exterior doors open to others.

To the extent that the *Act* may require a landlord to provide some form of security at the residential property, I am satisfied that the Landlord has done so under the circumstances. There is clear evidence of video surveillance, the Landlord has retained

a security firm to attend the property, and the building is secured from the outside in the form of a lock.

Accordingly, the Tenant's application is hereby dismissed.

Conclusion

The Tenant's application that the Landlord provide services or facilities and that the Landlord comply with the *Act*, Regulations, or the tenancy agreement is dismissed 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: February 22, 2022

Residential Tenancy Branch