



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BC HOUSING  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      PSF OLC

### Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution. A hearing by telephone conference was held on March 8, 2022. The Tenant applied for multiple remedies, pursuant to the *Residential Tenancy Act* (the "Act").

The Tenant attended the hearing, and the Landlord was represented at the hearing by two agents. All parties were provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me.

Both parties confirmed receipt of each other's documentary evidence packages.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence submitted in accordance with the rules of procedure and evidence that is relevant to the issues and findings in this matter are described in this Decision.

### Preliminary Matters

During the hearing, the Tenant explained that she is seeking an order that the Landlord provide services or facilities, and she did not wish to pursue her request for an order for the Landlord to comply with the Act. The Tenant only wished to speak to the services and facilities she wants restored (elevator/intercom). As such, I hereby amend the Tenant's application accordingly, and will address the merits of her application below.

### Issue(s) to be Decided

- Is the Tenant entitled to an order that the Landlord provide services or facilities required by the tenancy agreement or law?

### Background and Evidence

The Tenant stated that she has had two friends pass away in the building, in the past, and she was unable to access them to do a wellness check due to the way the Landlord has programmed the keys/access. The Tenant stated that she feels she should be able to access all areas and floors of her building, but she is not able to do so. The Tenant did not elaborate further.

The Landlord explained that this is a large building managed by BC Housing, and there are strict policies and procedures in place regarding building access. The Landlord explained that the elevator and intercom is functioning correctly, and there is no need for any repairs. The Landlord explained that each Tenant is given access to their floor, plus any additional floors with common facilities. The Landlord stated this has been in place for years, and is to protect safety and access. The Landlord stated that emergency crews have their own access code which allows access to any floor, any time, and there is also employees of the Landlord who do regular wellness checks on Tenants. The Landlord stated it is not the responsibility of the Tenants to do wellness checks on each other.

### Analysis

A party that makes an application against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities.

When two parties to a dispute provide equally plausible accounts of events or circumstances related to a dispute, the party making the claim has the burden to provide sufficient evidence over and above their testimony to establish their claim.

I have reviewed the testimony and evidence on this matter, and I find there is insufficient evidence that there has been any restriction of service or facility that is required under the tenancy agreement or the Act. I note the Tenant still has a key which allows her access to her entire floor, as well as any floors with communal facilities. While the Tenant is not please she cannot access other floors to check on her friends, I do not find this is a requirement under her tenancy agreement, or the Act. I also note the Landlord does regular wellness checks of all tenants, and emergency crews have full, unrestricted access to attend to emergent situations. Ultimately, I find the Tenant

has not sufficiently demonstrated that an order is warranted for the Landlord to provide services or facilities required under the tenancy agreement or the Act.

As such, I dismiss the Tenant's Application, without leave to reapply.

Conclusion

The Tenant's application is dismissed, in full, 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: March 08, 2022

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Residential Tenancy Branch