



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Comox Valley Affordable Housing  
Society and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      RP, LRE, LAT, FFT

### Introduction

This hearing dealt with an Application for Dispute Resolution (the Application) that was filed by the Tenant on July 22, 2022, under the *Residential Tenancy Act* (the Act), seeking:

- An order for the Landlord to complete repairs;
- An order suspending or setting conditions on the Landlord's right to enter the rental unit,
- Authorization to change the locks to the rental unit; and
- Recovery of the filing fee.

The hearing was convened by telephone conference call at 11:00 A.M. (Pacific Time) on December 13, 2022, and was attended by the Tenant and two agents for the Landlord (Agents). All testimony provided was affirmed. The Tenant was unprepared to provide service details regarding the Notice of Dispute Resolution Proceeding (NODRP) package on the Landlord in accordance with section 59(3) of the Act and Rule 3.1 of the Residential Tenancy Branch Rules of Procedure (Rules of Procedure). However, the Agents acknowledged service of the NODRP via registered mail, and provided me with the registered mail tracking number. With the consent of the parties, I verified that the registered mail was sent on August 12, 2022, and delivered on August 16, 2022. As a result, and as the Agents stated that there are no concerns regarding the service date or method, the hearing proceeded as scheduled. The parties were provided the opportunity to present their evidence orally and in written and documentary form, to call witnesses, and to make submissions at the hearing.

The parties were advised that pursuant to rule 6.10 of the Rules of Procedure, interruptions and inappropriate behavior would not be permitted and could result in

limitations on participation, such as being muted, or exclusion from the proceedings. The parties were asked to refrain from speaking over me and one another and to hold their questions and responses until it was their opportunity to speak. The parties were also advised that pursuant to rule 6.11 of the Rules of Procedure, recordings of the proceedings are prohibited, except as allowable under rule 6.12, and confirmed that they were not recording the proceedings.

Although I have reviewed all evidence and testimony before me that was accepted for consideration as set out above, I refer only to the relevant and determinative facts, evidence, and issues in this decision.

At the request of the parties, copies of the decision and any orders issued in their favor will be emailed to them at the email addresses confirmed in the hearing.

### Preliminary Matters

#### Preliminary Matter #1

Although the Agents provided service information regarding service of the Landlord's documentary evidence on the Tenant, and the Tenant acknowledged receipt of all the documentary evidence before me from the Landlord, the Tenant was again unprepared to provide information regarding how and when their documentary evidence was served on the Landlord. Although the Agents acknowledged receipt of documentary evidence from the Tenant, I was concerned that they had not received the entirety of the documentary evidence before me from the Tenant based on the number of pages they stated were received. We went through the documentary evidence before me from the Tenant page by page, and I excluded any documentary evidence from consideration that the Agents stated was not served on them in relation to this Application and hearing.

#### Preliminary Matter #2

With the consent of the Agents, I permitted the Tenant to withdraw their claims for repairs and an order suspending or setting conditions on the Landlord's right to enter the rental unit.

Issue(s) to be Decided

Is the Tenant entitled to an order that they are permitted to add a lock to their bedroom door without the need to provide the Landlord with a key or other means of access?

Background and Evidence

It is clear from the documentary evidence before me that the Tenant has raised numerous complaints about the way the building is run and maintained. The Tenant argued that because of the manner in which the building is run and maintained, a previous water leak, an incident in which their rental unit was left unlocked by agents for the Landlord, and an incident in which their carpet was burned, they therefore do not have trust that the Landlord or their agents will protect their possessions. The Tenant stated that they do not believe that the Landlord or their agents feel that their belongings have any significant value and therefore it seems unreasonable to give the Landlord total access to their possessions. As a result, the Tenant sought authorization to add a lock to their bedroom door, without the need to give a key to the Landlord, so that they could prevent their possessions from being damaged by the Landlord's agents or contractors.

Although the Agents acknowledged that a previous contractor had burned two small holes in the carpet/carpet protector by accident, and that there had been water damage to the building and the Tenant's rental unit, they stated that none of the Tenant's personal possessions have ever been damaged or stolen. As a result, they stated that they are unsure why the Tenant has filed the Application. They also stated that they have just completed a multi-million-dollar renovation to the property, that any damage is always repaired quickly, and that all the Landlord's agents and contractors are bonded. As a result, the Agents stated that they do not believe that the Landlord or their agents have ever given the Tenant any legitimate reason to believe that their possessions will be damaged or stolen by agents or contractors of the Landlord.

The Agents stated that they do their best to keep all of the senior tenants of the building, and their possessions safe, and argued that it would present a significant safety risk to the property, and other occupants of the building, if the Tenant were permitted to lock off any portion of the rental unit in a manner that would prevent the Landlord from accessing it in the case of an emergency, as the Tenant goes away for long periods of time.

Although the Tenant acknowledged that none of their possessions have ever been damaged, they stated that they mistrust the Landlord, their agents, and their contractors, as they feel that they place the property and repairs above the safety, security, and well being of the occupants of the building and their possessions. As a result, they fear that their possessions may be damaged in the future.

### Analysis

Section 31(2) of the Act states that a tenant must not change locks or other means that give access to common areas of residential property unless the landlord consents to the change. However, section 31(3) of the Act permits a tenant to change a lock or other means that gives access to their rental unit provided the landlord agrees in writing to the change or the director has ordered the change.

Although I appreciate that the Tenant has a general lack of trust in the Landlord, their agents, and their contractors, they acknowledged at the hearing that none of their possessions have ever been damaged or stolen by agents or contractors for the Landlord, and I find that none of the documentary evidence or testimony before me satisfies me on a balance of probabilities that there is any real or probable risk of damage to the Tenant's possessions by the Landlord, their agents, or their contractors. I find the Tenant's argument that there is the potential of damage to their possessions in the future by the Landlord's agent's or contractors to be speculative, hypothetical in nature, and highly improbable, and that the Tenant's request to lock off a portion of the rental unit has arisen primarily out of a general mistrust in the Landlord as a result of their disagreement with how repairs and maintenance has been handled, rather than a real or significant risk to their possessions by the Landlord's agents or contractors having the type of access to the rental unit permitted under the Act.

Section 29 of the Act already places restrictions on the ability of a landlord or their agents to access a unit rented to a tenant under a residential tenancy agreement and I have already found above that the Tenant has failed to satisfy me on a balance of probabilities that there is any real or probable risk to their possessions by the Landlord's agents and contractors maintaining access to the rental unit as allowable under section 29 of the Act. Further to this, I find that there is a significant risk to the property, as well as the health and safety of the Tenant and other occupants of the property, in allowing the Tenant to lock off a portion of the rental unit in a manner that would prevent expedient access to that area by the Landlord's agents, or emergency personnel, in the event of an emergency.

As a result, I therefore dismiss the Tenant's application without leave to reapply. The Tenant is not permitted to add a lock to their bedroom door unless they receive approval from the Landlord to do so, in accordance with section 31(3) of the Act.

### Conclusion

The Tenant's Application seeking authority to add a lock to their bedroom door and recovery of the filing fee 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 Act.

Dated: December 13, 2022

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Residential Tenancy Branch