



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes: *OLC, AAT, RR*

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act*, for an order seeking landlord's action to comply with the *Act*, allow the tenant's guest access to the building and allow a rent reduction for facilities agreed upon but not provided. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

The tenant is a long term tenant and at the start of his tenancy was provided an extra set of keys to the main entrance of the building for the use of his guest. In 2006, the building was sold and in 2008 the new landlord installed a security system. The policy of the new landlord was that each tenant would be provided with a single electronic door opener. The tenant has applied for an order to direct the landlord to provide the tenant with an extra electronic key for his guest's use.

Issues to be decided

Is the tenant entitled to an extra electronic key? Is the tenant entitled to a reduction in rent?

Background and Evidence

The tenant stated that on May 13, 1998, he entered into a tenancy agreement with the landlord. On June 11, 1998 he met with the property manager and requested an extra set of keys. In a letter dated September 21, 1998, the property manager instructed the caretaker to hand over an extra set of keys to the tenant. The tenant filed a copy of this letter into evidence.



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The tenant stated that the extra set of keys was used by his long term friend who also acted as his emergency contact. This friend provided the tenant with emotional and moral support and a sense of safety and security. The tenant testified that from the time his friend was denied the use of the extra set of keys to the building, the tenant has experienced anxiety and depression.

The tenant has also applied for a rent reduction due to the loss of his support system and sense of wellbeing for the period that his friend did not have the use of the extra key.

The landlord testified that the tenant's friend has never been denied access to the building. The landlord has provided the tenant with an emergency contact and the services of a resident building manager. In addition, the landlord testified that the fire department has a master key and in the case of an emergency, can access the building and the apartments within. The tenant agreed that the landlord has provided him with an emergency contact number and the contact number for the resident manager. The tenant also agreed that in the past two years without an extra key, his friend has never been denied entry into the building and that his complaints to the manager have been addressed within a reasonable period of time.

Analysis

Based on the evidence in front of me and the sworn testimony of both parties, I find that the terms of the tenancy agreement specifically state "*No extra keys shall be made for any lock in the building, except with the prior consent of the landlord*". I also find that the tenancy agreement does not contain any reference to an addendum and that the letter from the property manager to the caretaker dated September 21, 1998 does not form part of the tenancy agreement.



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The tenant stated that the neighbourhood is dangerous and therefore it is reasonable that in the interest of the safety and security of the residents, the landlord found it necessary to install a new security system and provide electronic keys for the sole use of the residents.

I find that providing an extra set of keys to the tenant was a gratuitous gesture on the part of the previous landlord and therefore is not binding on the new landlord. Accordingly, the landlord is not responsible for providing the tenant with an extra key for his guest's use.

The landlord has systems in place to ensure that the residents have access to emergency and regular assistance and therefore I find that the landlord has acted in a responsible manner and has not breached the *Act*, the Regulations or a term of the tenancy agreement.

I also find that the tenant has not proven that the landlord failed to meet his obligations under the *Act* with regard to providing services and facilities that are essential to the tenant's use of the rental unit as living accommodation. Therefore I find that the tenant is not entitled to a rent reduction.

Conclusion

The tenant has not proven his case. The tenant's application is dismissed in its entirety.

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: January 06, 2011.

Residential Tenancy Branch