

Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Decision

Dispute Codes: OLC

Introduction

This hearing dealt with an application by the tenant for an order that the landlord comply with the tenancy agreement. Both parties participated in the conference call hearing and had opportunity to be heard.

Issue(s) to be Decided

Is the landlord in breach of the tenancy agreement?

Background and Evidence

The rental unit is a site located on a property on which a shed is situated. The parties agreed that at the time the tenancy agreement was signed in 2005, the tenant had exclusive use of the entire property, including the shed. The tenancy agreement further provided that the tenant had the right to prohibit visitors from trespassing except for the landlord, who was permitted to access the site pursuant to the rules in the Act. The landlord has made arrangements for a third party to perform renovations on the shed with a view to that party renting the shed to use as a workshop. The tenant seeks an order that the landlord comply with the tenancy agreement and maintain the tenant's right to exclusive use of the property.

Analysis

The parties are bound by the terms of their agreement. Although the landlord maintains that the agreement was only meant to last for a short time, the agreement specifies that it was to continue on a month-to-month basis after the fixed term of one year had expired. The landlord may not unilaterally change the terms of the agreement. I find that the clause granting the tenant exclusive use of the entire property is still in effect and I find that the landlord does not have the right to rent the shed to a third party. Because the landlord owns the shed, he has the right to renovate it, but must give the

tenant 24 hours written notice pursuant to the Act when he or his workers intend to perform work on the shed or to enter the property for any reason other than in an emergency situation.

Conclusion

I order the landlord to comply with the “exclusive use” clause in the tenancy agreement and to comply with the Act with respect to the provisions regarding the landlord’s obligation to provide written notice when accessing the property.

Dated May 29, 2009.