

DECISION

Dispute Codes MNDC, OLC, RP, RR

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant for a Monetary Order for money owed or compensation for loss or damage under the *Residential Tenancy Act (Act)*, regulation or tenancy agreement, an Order for the landlords to comply with the Act, an Order for the landlord to make repairs to the unit, site or property and to allow the tenant to reduce rent for services or facilities agreed upon but not provided.

The tenant served the landlord by registered mail on May 10, 2010 with a copy of the Application and Notice of Hearing. I find that the landlord was properly served pursuant to s. 89 of the *Act* with notice of this hearing.

Both parties appeared, gave affirmed testimony, were provided the opportunity to present their evidence orally, in written form, documentary form, to cross-examine the other party, and make submissions to me. On the basis of the solemnly affirmed evidence presented at the hearing I have determined:

Issues(s) to be Decided

- Is the tenant entitled to a Monetary Order for money owed or compensation for damage or loss under the Act?
- Is the tenant entitled to an Order for the landlords to comply with the Act?
- Is the tenant entitled to an Order for the landlord to make repairs to the unit, site or property?
- Is the tenant entitled to reduce rent for services or facilities agreed upon but not provided?

Background and Evidence

Both parties agree that this tenancy started on September 01, 2009. This is a fixed term tenancy for one year and is due to expire on September 01, 2010. The tenant lives in this rental unit with a co-tenant (her daughter) and their rent is \$1,400.00 per month which is due on the first of each month. The tenants paid a security deposit of \$700.00 and a pet damage deposit of \$200.00 on August 06, 2009.

The tenant testifies that they have storage included in the monthly rent; however the storage shed provided in the garden is unsuitable for this purpose as it is not secure, it leaks and it has no light. The tenant claims that she and her daughter had to rent two bedrooms from the downstairs tenant who was her mother-in-law to accommodate all their storage needs at a cost of \$175.00 per month. The tenant states they had two houses previously to this and they have had to rent these extra bedrooms in her mother-in-laws suite to accommodate all their belongings as the shed was not suitable storage space.

The tenant claims her mother-in-law moved from the basement suite and they have now had to remove their belongings from the two bedrooms and have them stored in their unit and on the balcony. The tenant claims she has asked the landlords to make repairs to the shed and ensure it is dry and secure and to put glass in the windows, which are covered with plywood, to gain some light. The tenant has provided photographs of the exterior and interior of the shed and state that there is a gap in the apex of the roof and there is mould and damp on the inside of the roof.

The tenant seeks to recover the additional sum of \$1,400.00 paid to rent the two bedrooms in the basement unit as the landlords have not made the storage space, available to them, suitable to store their additional belongings in. The tenant seeks an Order for the landlord to make repairs to the shed. The tenants also seek to reduce the rent for the loss of this storage space.

The tenant wants the landlords to put the utilities into their name when the basement suite is re-rented to a third party as she does not want the responsibility of collecting utility bills from another tenant.

The landlords testify that the tenant viewed the shed when she rented the property and this is the storage space agreed upon on the tenancy agreement. The landlords state the shed is 6'X6'. The landlords claim they have started to make repairs to the shed and it does not leak. The landlords claim they have put two layers of plywood on the roof to make it water proof and are going to cover this with roofing single. The landlord's states the shed is approximately 40 years old and is secure, however they have another door to be fitted and they will give the tenant a key for this door.

The landlords state the tenants' photographs are misleading and the gap shown on them in the roof is through an overhang of the roof and rain cannot get into the shed from this area due to the overhang. The marks on the roof in the tenants' photographs just show the weathering of the old wood and it is not damp or mould as the tenants suggest. The landlord's state that the tenant was aware that they were away on vacation and that they would be calling her about the shed repairs when they got back. Instead they received notice of this hearing.

The landlord's state that it is not their fault that the tenants have so many belongings that they won't fit in their rental unit, however, the shed has always been available for their use as part of the tenancy agreement. It was never in the agreement that the tenants would have a new shed or that it would be all fixed up. At the start of the tenancy the window openings did not have glass and the landlords covered the gaps with plywood as natural light is not required for a garden storage shed.

Analysis

I have carefully considered all the evidence before me, including the affirmed evidence of both parties. I find the tenancy agreement in place states that storage is included in

the rent for the tenants unit. As the landlords have provided a shed as storage space, if the tenants wish or need additional storage then that is not the responsibility of the landlord to provide this. As the tenant was aware that the shed was the agreed upon storage space at the start of the tenancy what she decided to store in this space was of her own choosing. Consequently I dismiss the tenants' application for money owed or compensation to the sum of \$1,400.00 for renting two additional bedrooms as storage in the basement unit.

I find the tenants claim seeking an order for the landlord to make repairs to the shed has some merit. The shed is old but appears to be sound other than replacing the door to ensure it is more secure in the future. Consequently, **I Order** the landlords to replace the door and provide the tenant with a key within **30 days of receiving this decision**. I find there is no evidence that the roof to the shed leaks and although the landlords have agreed to complete the roofing repairs I find this is not essential to the tenants' use of the shed as storage space at this time. I would suggest however that the roof is repaired within 30 days to ensure its continued use as a storage facility.

With regard to the tenants claim for an Order for the landlord to comply with the *Act*, I find no evidence to support the tenants' claim that the landlord has not complied with the *Act* as the tenants have had the use of the shed as storage whether or not they choose to use it. Consequently this section of the tenants claim is dismissed.

With regards to the tenants claim to reduce rent for repairs, services or facilities agreed upon but not provided, I find as the landlords did provide the tenants with storage facilities that this section of the claim has no merit and is dismissed.

I also note that the landlords have agreed during this hearing to put the utilities into their own name when the basement unit is re-rented to a third party.

Conclusion

I HEREBY ORDER the landlord to replace the door to the garden shed and provide the tenant with a key within 30 days of receiving my decision.

The remainder of the tenants' application 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: June 28, 2010.

Dispute Resolution Officer