



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC, PSF, FF

Introduction

This conference call hearing was convened in response to the tenant's application for the landlord to comply with the Act, Regulation, or tenancy agreement, to provide services or facilities required by law, and to recover the filing fees associated with this application.

In the details of her application the tenant specified that she requests that the landlord remove a padlock to allow the tenant access to her belongings in the addict.

Both parties attended the hearing and provided affirmed testimony. They were given a full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the tenant entitled to have access to her belongings?

Is the tenant entitled to recover the filing fee?

Background and Evidence

The rental unit consists of a single detached home. Pursuant to a written agreement, the tenancy started in December 2006; the rent is \$1200.00 per month and the tenant paid a security deposit of \$600.00.

In her documentary evidence, the landlord provided a copy of the agreement which includes an addendum specifying in part that the tenant does not have access to the attic or crawl space.

The tenant testified that in spite of the addendum she had entered into a verbal agreement with the landlord to use the attic for storage. The landlord denied vehemently; she stated that the attic is not safe, and that storage was never provided in the tenancy. She stated that she built a storage shed in the tenant's yard, which she offered to the tenant for an additional \$75.00 per month which the tenant declined. The landlord said that she has made several upgrades to the rental unit to benefit the tenant throughout the tenancy, and that the tenant has been continually non-compliant with her many requests to remove her belongings from the attic. The landlord requests that the tenant comply with the tenancy agreement.

Analysis

The burden of proof is on the party making the claim; and in this matter that burden was on the tenant. The parties' testimony was at complete odds concerning any verbal agreement on the storage issue; therefore I must consider the most reliable evidence which, in this case, is the tenancy agreement. The agreement is clear that no storage was provided, and that there was no access allowed to the attic. According to the Act, if the parties agree to amend this agreement, it must be made in writing.

I found no evidence that the landlord breached a term of the Act, Regulation, or tenancy agreement. With no other material evidence to support her claim, I have no basis on which to order the landlord to comply or change the original agreement.

Conclusion

The tenant's application is dismissed.

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: July 13, 2011.

Residential Tenancy Branch