



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Coldwell Bankers Realty  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDC, O

### Introduction

This was the hearing of an application by the tenant. The hearing was conducted by conference call. The tenant and the landlord's representative called in and participated in the hearing.

### Issue(s) to be Decided

Is the tenant entitled to a remedy, including a monetary award because the rental unit was declared to be an illegal suite by the municipality?

### Background and Evidence

The rental unit is a suite in the landlord's house in Kelowna. The rent is \$600.00 per month. In September, 2012 the suite as configured was declared to be illegal by the West Kelowna District municipality. As a result of municipal restrictions the tenant lost the use of one bedroom and of the stove in the rental unit. He has continued to occupy the unit and continued to pay rent in the amount of \$600.00.

At the hearing the tenant said that he was seeking an order directing the landlord to make the improvements and repairs to the rental unit to bring the unit into compliance with the municipal code. He asked for compensation for the loss of use of the bedroom and stove and asked to be compensated if it became necessary for him to move in order for repairs to be carried out.

The tenant also requested that he be provided with the use of a shed on the property for storage; he said that he had been promised the use of a she for storage but it had not been made available to him.

The tenant and the landlord's representative discussed the prospects for a settlement of matters in dispute and the claims raised by the tenant's application. The landlord's representative was amenable to the discussion, but he did not have authority from the landlord to make any binding commitments.

### Analysis and Conclusion

At the hearing the landlord's representative said that he will endeavour to have the tenant provided with the use of a shed. The parties agreed to conduct a meeting that will also involve the landlord, for the purpose of arriving at the terms of a new or modified tenancy agreement.

The parties are aware that the existing tenancy agreement and all rights under it continue in full force and effect and will only be altered by an agreement in writing to change the terms of the existing agreement.

Based on the parties' agreement to conduct settlement discussions with a view to resolving the issues and settling the terms of a modified tenancy agreement, the tenant's application is dismissed with leave to reapply. This includes leave to the tenant to renew a claim for a monetary award for loss of use and quiet enjoyment of the rental unit.

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: September 26, 2014

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Residential Tenancy Branch

