



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, RP, RR, FF

Introduction

This hearing dealt with an application by the tenants for a monetary order, an order compelling the landlord to perform repairs and an order authorizing them to reduce their rent. Both parties participated in the conference call hearing.

Issues to be Decided

Are the tenants entitled to a monetary order as claimed?
Should the landlord be ordered to perform repairs?
Should the tenants be permitted to reduce their rent?

Background and Evidence

The parties agreed that the tenancy began on December 15, 2014 and that rent was set at \$2,100.00 per month. The rental unit is a home of which the tenants have exclusive possession. The unit contains a workshop in the basement. The parties did not enter into a written agreement, although each party prepared a draft agreement for the other to sign.

The tenants testified that when they viewed the property with a view to renting it, they saw the workshop and expressed great interest in the workshop. The tenants agreed to rent the unit on or about December 4 and gave the landlord a security deposit on that date.

The tenants testified that on or about December 10, they received a text from the landlord in which she indicated that she wanted to put cupboards, tiles and a sink in the workshop. The tenants agreed that the landlord could do the work and at the hearing, said they agreed because they could not envision what the landlord intended to do. Upon arriving at the home on December 15, the tenants saw that the landlord had installed cupboards and ceramic tiles. They immediately asked the landlord to change the workshop back to the way it was, but she refused. The tenants testified that the landlord's work left a thin layer of dust throughout the unit which was aggravated by the forced air heating.

The male tenant testified that he is a power engineer who had intended to use the workshop for pneumatics, working on electronics and working on his scuba gear. He testified that because of

the changes the landlord made to the workshop, he is unable to use the workshop as he intended. He further testified that because of the dust the repairs left in the home, the home is rendered unfit for any pneumatic or electronics work. The tenants seek a rent reduction of \$500.00 per month because they cannot use the workshop for the purpose they had intended as well as a reimbursement of \$500.00 of the rent paid each month up until the date of the hearing.

The landlord testified through her agent that the tenants did not tell her that they intended to use the workshop as described above and that had she known they were intended to use the unit for this type of work, she would not have rented the unit to them. She testified that she made the changes to the workshop because she believed she was improving it for the tenants' benefit. The landlord's agent testified that he cleaned the unit after the tenants complained about the dust. The tenants testified that dust still remained after the agent cleaned.

The tenants seek an order compelling the landlord to repair the garage roof and replace the frame and striker plate on the kitchen door. The landlord agreed at the hearing that she would repair the garage roof.

The tenants testified that the kitchen door frame is bent as is the striker plate and even though there is a new deadbolt on the door, they believe their security is compromised. They claim that when they had a security system connected in the rental unit, the technician told them the door needed to be replaced.

The landlord testified that when her tradesman performed the work in the workshop, he looked at the kitchen door and said it was safe.

The tenants also seek to recover the \$50.00 filing fee paid to bring their application.

Analysis

In order to prove their claim for compensation for the loss of the workshop and a rent reduction, the tenants must prove that their verbal tenancy agreement required the landlord to provide them with a workshop in the same condition as when they viewed the rental unit. The tenants have not met their burden of proof. Although they expressed admiration for the workshop, the tenants did not tell the landlord that they needed the workshop to remain as was on December 4 and they even consented to the changes she proposed via text. The tenants claim that they only agreed because they could not envision what changes the landlord had planned, but if the tenants had specific requirements for the work they intended, it was incumbent upon them to advise the landlord that any changes may render the workshop unusable to them. At the very least, the tenants should have told the landlord what plans they had for the use of the workshop so she would be aware that they intended to use it for sensitive work and would therefore be on notice that any changes could affect their ability to use it.

Landlords have the authority to make changes to a rental unit during a tenancy insofar as it does not render the unit unusable for its intended purpose. Because the landlord did not know

the purpose for which the tenants intended to use the workshop and because the tenants agreed to the changes, I find that the tenants cannot now claim that the landlord has deprived them of its use. I therefore dismiss the claim for compensation and for a rent reduction.

As the landlord agreed to repair the garage roof, I order her to do so no later than July 31, 2015. I have chosen July 31 as the deadline because the tenants have been served with and have disputed a 2 month notice to end tenancy which is effective June 30. If the tenants are unsuccessful in their dispute of this notice, the landlord be bound by the order to repair the garage roof. However, if the tenancy does not continue past July 31, the landlord may disregard this order.

The tenants bear the burden of proving that the kitchen door is unsafe. The tenants provided hearsay testimony from a third party and claim they were told the door was unsafe while the landlord provided hearsay testimony from a different third party and claim she was told the door was secure. I find both parties to be equally believable. Because the tenants have the burden of proving their claim on the balance of probabilities and because there is no evidence such as photographs or witness statements to corroborate their claim that the door is unsafe, I find they have not met their burden and I therefore dismiss their claim.

I find it likely that the landlord would have agreed to repair the garage roof even if the tenants had not brought this application. As this is the only point on which the tenants have enjoyed success, I find the tenants should bear the cost of their filing fee.

Conclusion

The tenants' claim 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: May 20, 2015

Residential Tenancy Branch

