



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Pacifica Housing
and [tenant name suppressed to protect privacy]

DECISION

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Introduction

This hearing dealt with the tenant's application for a reduction in rent for removal of a service or facility. The tenant and an agent for the landlord participated in the teleconference hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. Both parties were given full opportunity to give affirmed testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Issue(s) to be Decided

Is the tenant entitled to a reduction in rent for removal of a service or facility?

Background and Evidence

The tenancy began on April 1, 2014. The tenancy agreement makes no reference to any storage space included in the unit or otherwise provided by the landlord. On March 28, 2014 the tenant and the landlord participated in a move-in inspection and completed a condition inspection report. The report makes no reference to a crawlspace.

On December 21, 2015 the landlord served the tenant with a letter to inform her that they would be inspecting all crawlspaces starting January 18, 2016, and the tenant must remove any personal belongings stored in that area. The landlord also indicated that after the inspection they would be securing the area for safety reasons and the tenant would no longer be able to access the area.

The tenant stated that she has been using the crawlspace since she moved into the rental unit, and she was told that when the new landlord took over that there would be no change. The tenant stated that she saw no safety reason or hazards that would require the landlord to block off the crawlspace. The tenant submitted that the landlord should just require her to keep the area cleaned up, but not take away the space.

The landlord replied that the crawlspace is not included in rent, and they do not feel it is a service or facility. The landlord stated that when they inspected they noticed some leaks and other issues in tenants' crawlspaces. The landlord stated that they want the tenant to keep the area clear so that they can access it at all times. The landlord stated that they are seeking to prevent the development of mould, as well as avoiding issues such as potential fire hazards if a wire sparks and there are flammable materials there. The landlord stated that they are obligated to maintain the property and it is their responsibility to deal with foundation issues.

Analysis

I find that the crawlspace is not a service or facility included in the tenancy agreement. Neither the tenancy agreement nor the move-in condition inspection report makes reference to the crawlspace. There is no other written agreement between the landlord and the tenant to include or add the crawlspace as a service or facility.

I find that it is reasonable for the landlord to wish to keep the crawlspace area clear so that they may access it and address any health or safety concerns in a timely manner. In fact, if the landlord did not act responsibly in addressing such issues they may be found to be negligent. I therefore dismiss the tenant's application.

As the tenant's application was not successful, she is not entitled to recovery of the filing fee for the cost of her application.

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: April 1, 2016

Residential Tenancy Branch