



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes AAT, OLC, FF

Introduction

This was a hearing with respect to the tenants' application for relief including directions to the landlord to allow access to the rental property and or orders that the landlord comply with the *Residential Tenancy Act*, Regulation and tenancy agreement. The hearing was conducted by conference call. The tenants and the landlord called in and participated in the hearing.

Issue(s) to be Decided

Are the tenants entitled to relief, including directions that the landlord allow access to the rental property; restricting the rights of the landlord to enter the rental property and directing the landlord to comply with provisions of the Act, Regulation or tenancy agreement?

Background and Evidence

The rental unit is house on a rural farm property. The tenancy began in May, 2016 for a one year term and thereafter on a month to month basis. The house is located on a 160 acre parcel of land used for hay farming. In July, 2016 the rental property was sold to new owners, subject to the existing tenancy of the applicants. The respondent who is named in this proceeding and who attended the hearing is one of the new owners of the rental property.

The tenant testified that the original landlord was well aware that the tenants had cats when the tenancy agreement was made. Later when the property was offered for sale, the landlord objected to the cats.

The tenants said that after the purchase of the property was completed the new owners have interfered with the tenants' use of the rental property. The tenancy agreement

provided that the tenants would have the use of a shop on the property, also referred to as a pig barn, provided the tenants put the Hydro account into their names and paid for electricity. The tenants did use the barn and paid for Hydro, but after the sale of the property, one of the owners, "AJ" took over the barn and the tenants were forced to remove their belongings from the barn.

The tenants complained that the landlords come onto the property without notice and they have interfered with the tenants' ability to access the back portion of the rental property by closing the gate that allowed the tenants access. The tenant said that "AJ" told the tenants that they are renting only the house and they are not to access the back property, which is private property. The tenants said that the tenancy agreement does provide that the tenants may access the property so long as they do not ride their motorcycles on the cultivated land. The tenants also complained that the landlord has objected to the tenants' cats, even though the former owner knew of them and approved them. They said the cats are necessary to deal with a rodent problem at the rental property.

At the hearing the landlord confirmed that the landlords wish to end the tenancy at the end of the fixed term. The tenancy agreement provides that the tenancy may continue on a month to month basis after the fixed term ends on May 31, 2017. Unless an agreement is reached with the tenants, the landlord will need to serve the tenants with a two month Notice to End Tenancy for landlord's use in order to end the tenancy after the expiry of the fixed term on May 31, 2017.

Analysis

During the hearing the landlord and the tenants were given an opportunity to discuss the matters in dispute between them. After the discussion concluded I was advised that the parties agreed to the following matters:

The landlord agreed that the tenants' cats will be permitted to stay until the end of the tenancy and no pet deposit will be required from the tenants.

The tenants will have the use of the "lower pole barn" and may use it to store their motorcycles and other equipment.

The landlord will have unrestricted access to the farm property, but the owner, Mr. A.J. H. will stay away from the property until the tenancy ends.

The landlord confirmed that the tenants will have access to the back of the rental property, but they will not access the cultivated farmland or ride on the farmland.

Conclusion

The tenants' claims have been resolved by the agreement recorded above. The landlord acknowledged at the hearing that the tenant's quiet enjoyment was disturbed and their application was well founded. I therefore find that the tenants are entitled to recover the \$100.00 filing fee for their application. They may deduct the sum of \$100.00 from the next installment of rent due to the landlord.

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: November 04, 2016

Residential Tenancy Branch