



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding TOP VISION REALTY INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes AAT OLC FFT

Introduction

This hearing was convened in response to an application by the tenants pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

- an Order directing the landlord to comply with the *Act* pursuant to section 62 of the *Act*;
- an Order allowing the tenants to gain access to the entire rental unit pursuant to section 70 of the *Act*; and
- a return of the Filing Fee pursuant to section 72 of the *Act*.

Both the landlord’s agents T.L. & Q.L. (the “landlord”), and the tenants appeared at the hearing. The tenants were represented at the hearing by tenant R.C.W. Both parties were provided a full opportunity to be heard, to present testimony, to make submissions and present evidence.

The landlords confirmed receipt of the tenants’ application for dispute resolution and evidentiary package. Pursuant to sections 88 & 89 of the *Act* the landlord is found to have been duly served under the *Act*.

Issue(s) to be Decided

Should the landlord be directed to comply with the *Act*?

Should the landlord be directed to allow the tenants access to a portion of the rental unit?

Can the tenants recover the filing fee from the landlord for this application?

Background and Evidence

Testimony, along with a copy of the residential tenancy agreement signed by the parties was provided to the hearing by the tenants. It was explained that rent for the unit was \$2,800.00 per month and a security deposit of \$1,400.00 paid at the outset of the tenancy, continues to be held by the landlord.

The tenants argued that they should be entitled to some relief from the landlord because the rental unit which they took possession of in April 2017 was smaller than the listing advertising it on Craigslist. As part of their evidentiary package, the tenants submitted a copy of the Craigslist advertisement, along with a copy of their tenancy agreement. This advertisement shows that the rental unit is listed as being comprised of four bedrooms, three bathrooms and 1976 square feet.

The tenants said that that prior to signing the tenancy agreement with the landlord, they inspected the rental unit on two occasions and measured the interior of the home. They said that during one of the inspections, they noticed a small room which had been blocked off and locked. The tenants explained that they were informed by the landlord that the area in question was their personal storage area and did not comprise part of the rental unit.

The tenants are seeking relief in the form of an Order directing the landlord to provide them with access to the storage area which is locked off. They argued that this storage area which is blocked, most likely makes up the “missing” square footage. Additionally, they said it was inequitable that they would be paying heat and power to service an area of the home to which they do not have access.

The landlord’s agents denied that the landlord had done anything incorrect related to the tenancy. They said that the landlord provided the tenants with everything that was listed on the tenancy agreement.

Analysis

The tenants have applied for relief under the *Act* directing the landlord to allow them access to a portion of the home which is blocked off, or to reduce the rent which they argued they are overpaying. The tenants have based their argument on the difference in the square footage of the rental unit for which they signed a tenancy agreement, and the rental unit to which they saw advertised on Craigslist.

Section 2 of the *Act* states, “This Act applies to tenancy agreements, rental units and other residential property,” while section 7 of the *Act* notes, “If a landlord does not comply with this *Act*, the Regulation or their tenancy agreement, the non-complying landlord must compensate the other for damage or loss that results.”

I find that the tenants have failed to demonstrate how the landlord has contravened the tenancy agreement signed by the parties, the *Act* or the Regulations. The tenants acknowledged that they were informed at the start of their tenancy that they did not have access to the area which was blocked off by the landlord, and the tenants were afforded two separate occasions to inspect the property prior to signing the tenancy agreement. No evidence was presented by the tenants that this tenancy agreement was signed under duress or under that any promises regarding access to the storage area were made to them by the landlords. The landlord has not withdrawn or terminated any facilities which were included in the terms of the tenancy agreement. The tenants cannot rely on a Craigslist advertisement as sufficient evidence of this, when they signed a tenancy agreement which provided them with exactly the facilities to which they agreed.

I dismiss the tenants’ application for relief under the *Act*. As the tenants were unsuccessful in their application, they must bear the cost of their own filing fee.

Conclusion

The tenants’ application 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: January 31, 2018

Residential Tenancy Branch