



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ASSOCIATED PROPERTY MANAGEMENT (2001) LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OLC

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant to have the landlord comply with the Act, regulation and or the tenancy agreement.

Both parties appeared, gave affirmed testimony, and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

The parties confirmed receipt of all evidence submissions and there were no disputes in relation to review of the evidence submissions.

Issue to be Decided

Should the landlord be ordered to comply with the Act?

Background and Evidence

The tenancy began on April 1, 2016. Rent in the amount of \$900.00 was payable on the first of each month. A security deposit of \$450.00 was paid by the tenant.

The tenant testified that storage was included in the rent and when they moved into the premise they were given a key to the storage area. The tenant stated that the new property management company was trying to determine who was using the storage lockers and they informed the landlord by using one of their forms that they were using one of the lockers.

The tenant testified that when they return from their holiday they discovered that their locker had been emptied.

The landlord's agent testified when they took over the management of the property the storage area was a safety risk as there were items outside the locker area. The agent stated they made every attempt to determine who had legal rights to the storage area, by reviewing tenancy agreements. Filed in evidence is a copy of the tenancy agreement.

The landlord's agent stated they posted signs that all unidentified storage lockers that were not registered would be emptied in 160 days. The agent stated they did not receive any correspondence from the tenant.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

Requirements for tenancy agreements

13 (1) A landlord must prepare in writing every tenancy agreement entered into on or after January 1, 2004.

(2) A tenancy agreement must comply with any requirements prescribed in the regulations and must set out all of the following:

...

(f) the agreed terms in respect of the following:

...

(vi) which services and facilities are included in the rent;

...

In this case, the evidence of the tenant was that storage was included in the rent. I have reviewed the tenancy agreement filed in evidence. The tenancy agreement checks nine items included in the rent; storage is not one of those items checks.

While the tenant may have obtained access to the storage area, it does prove it was included in the rent. I find the tenant has failed to prove that storage was included in the rent. I find the tenant has failed to prove the landlord has breached the tenancy by Act, regulation or tenancy agreement. Therefore, I dismiss the tenant's application without leave to reapply.

Conclusion

The tenant has failed to prove a violation of the Act, by the landlord. 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: May 03, 2018

Residential Tenancy Branch