



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute codes      PSF OLC RR

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62;
- an order to allow the tenant(s) to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65;

The hearing was conducted by conference call. All named parties attended the hearing and were given a full opportunity to provide affirmed testimony, to present evidence and to make submissions. No issues were raised with respect to the service of evidence on file.

### Issues

Is the tenant entitled to a rent reduction as the result of the landlord not complying with Act or tenancy agreement?

### Background & Evidence

The rental unit is a bedroom of a one bedroom apartment. The common areas of the bathroom and kitchen were to be shared with another tenant ("tenant B") of the landlords who had a separate agreement to with the landlord to occupy the living room of the rental unit. The tenancy agreement further stipulated that the tenant and landlord agree that the living room can only rent to one person and the whole unit cannot rent to more than two persons. The tenancy began on June 1, 2017 with a monthly rent of \$550.00 payable on the 1<sup>st</sup> day of each month. The rent included hot water and heat but the tenant was responsible for 50% of the electricity.

The tenant is seeking a rent reduction of \$220.00. The tenant testified that for the period of February 12, 2018 to March 4, 2018, tenant B's mother resided with tenant B in the living room. The tenant submits he asked the landlord to solve this problem beginning on February 20, 2018 and he even served the landlord with a breach letter. The landlord advised him to file a dispute with the tenancy branch. The tenant testified tenant B's mother did a lot of cooking using up extra electricity. Further he submits that he would not have rented such a small unit had he known so many people would be living in the unit. He calculates the \$220.00 loss based up the landlord's offer to him to rent the entire unit himself for an amount of \$1000.00. He figures at that rate 1/3 share of the rental unit would be only \$330.00 per month. He is claiming the difference between the \$550.00 per month he pays and the \$330.00 per month based upon three tenants. The tenant did not submit any electricity bills to support his claim that extra electricity was utilized during this period.

The landlord testified that he is being told two different stories by the two tenants residing in the unit. The landlord testified tenant B is telling him that his mother only visited him during the day to cook for him for a short period of time and that she did live there at all. The landlord did not enter into any additional tenancy agreement with tenant B's mother for her to reside in the rental unit. The landlord did not collect any additional rent from Tenant B for having his mother visit him. Tenant B also vacated the rental unit at the end of April 2018. The living room has since been rented to another tenant and there is no longer any issue with respect to extra persons.

Tenant B testified that his mother was visiting from China sometime in March or April 2018, he doesn't recall the exact dates. His mother would visit him at the rental unit and cook for him. She did use the kitchen and bathroom when she was there. She didn't live there that long. She would only come during the daytime. She was only there for a period of one or two weeks. The other tenant started to ask that his mother should be paying rent. Tenant B argues his tenancy agreement does not state that his mother cannot visit him. He informed the landlord that his mother would be visiting. His mother went back to China after visiting for a one month period. During this period she stayed with a friend and also stayed with the landlord's mother for one week towards the end.

### Analysis

Pursuant to section 65(1)(f) of the Act, if the director finds that a landlord has not complied with the Act, the regulations or the tenancy agreement, the director may issue an order to reduce past or future rent by an amount equivalent to a reduction in the value of a tenancy agreement.

Subsection 5(1) of the *Residential Tenancy Regulation* (the Regulation) establishes that a landlord must not charge a guest fee, whether or not the guest stays overnight. Further, clause 9 of the schedule to the Regulation (which are the standard terms of all tenancy agreements) sets out that a landlord must not stop the tenant from having guests under reasonable circumstances in the rental unit or accept any extra charge for their daytime visits or overnight accommodation.

I find that in the case at hand the tenant has not provided sufficient evidence that the landlord has not complied with the Act, the Regulation or the tenancy agreement. The tenancy agreement specifies that the living room area can only rent to one person. The evidence was that the living room area was only ever rented to tenant B. There was no additional rental agreement with tenant B's mother or anybody else until tenant B moved out. There was no evidence that tenant B collected rent from his mother for the period that she allegedly stayed there. Therefore, I find that the landlord did not contravene the tenancy agreement as he did not rent the living room space to more than one person.

Further, the standard terms of the tenancy agreement as per clause 9 of the schedule to the Regulation, specifically state that a landlord must not stop the tenant from having guests under reasonable circumstances which includes daytime visits or overnight accommodation. I find that in the circumstances presented in this case, tenant B having his mother visit from China and stay with him overnight is a reasonable circumstance. I make this finding regardless of whether or not tenant B's mother stayed overnight or not and regardless of the number of nights she stayed overnight if she did. I find that the visit was temporary and tenant B's mother has since went back to China and tenant B is also no longer residing in the unit. I will add that by entering into a tenancy to share common areas with another tenant, the tenant has to expect that the other tenant may occasionally have guests visiting during the day and/or staying overnight and this is not something that can be prohibited under the Act so long as it is under reasonable circumstances. It is unfortunate that the rental unit is small but the tenant entered into the tenancy agreement fully aware that another tenant would be occupying the living room of this one bedroom unit. The other tenant has the same rights as does he under the Act and Regulation which includes having guests in reasonable circumstances.

Conclusion

The tenant's application is dismissed in its entirety without leave to reapply.

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 04, 2018

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Residential Tenancy Branch