



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

CNL; MNDC; OLC; PSF; RR; FF

Introduction

This is the Tenants' Application for Dispute Resolution seeking to cancel a 2 Month Notice to End Tenancy for Landlord's Use of Property issued April 5, 2018 (the "Notice"); compensation for damage or loss under the Act, regulation or tenancy agreement; a rent reduction; an Order that the Landlord provide services or facilities; an unspecified order that the Landlord comply with the Act, regulation or tenancy agreement; and to recover the cost of the filing fee from the Landlord.

Both of the parties attended and gave affirmed testimony at the Hearing which took place by teleconference. The hearing process was explained and the parties were given an opportunity to ask questions about the process.

The Landlord acknowledged that he was served with the Notice of Hearing documents shortly after the Tenants made their Application. The parties acknowledged that they received copies of each other's documentary evidence.

Issue(s) to be Decided

Is the Notice a valid notice to end the tenancy? Are the Tenants entitled to compensation for loss of a covered storage facility; damage to their property; and overpayment of utilities?

Background and Evidence

This tenancy began on March 1, 2018. Current rent is \$2,667.60, which does not include utilities. Rent includes storage and parking.

The Landlord moved into the basement suite of the rental property in October, 2016. The Tenants paid 80% of the utilities and the Landlord paid 20%. The Landlord's mother and fiancé moved into the basement suite and started paying 30% of the utilities. The Landlord stated that he started paying 30% of the utilities in March, 2018. The Tenant stated that the Landlord started paying 30% of the utilities in April, 2018.

The Landlord testified that he, his mother and his fiancé wish to move into the rental unit because they are cramped in the smaller basement suite. In addition, the Tenant stated that his fiancé wants to run a business out of the rental unit, which is larger than the basement suite.

The male Tenant received the Notice on April 5, 2018. The Tenant stated that she believes that the Landlord is intending to move into the rental unit, and that she is not really disputing the Notice but is "concerned about compensation for several items. The parties were advised about compensation due to the Tenants under Section 51 of the Act in the equivalent of one month's rent. The Landlord stated that he wanted an Order of Possession effective July 1, 2018.

The Tenants' storage was connected to the basement suite, and the Landlord moved the Tenants' belongings from that storage to an outdoor storage area in February, 2018. The Tenants stated that their belongings were ruined because of being outside in an unheated storage area. They seek compensation for the loss of heated storage facilities in the amount of \$100.00 and \$200.00 for their damaged goods. The Tenant stated that the Tenants ended up giving away some of their possessions because the outside storage area was smaller than the one that was included in the rent. These items included "a 6 seater dining table with chairs, 2 large carpets, a tv stand, storage boxes, fax machine & kitchen stuff".

The Landlord denied that the Tenants' goods were damaged and stated that the Tenants still had storage, so they were not entitled to compensation for loss of the storage facility.

The Tenant stated that the Tenants lost a telephone and a cable box when their belongings were moved by the Landlord. They seek \$100.00 in compensation for this loss.

The Tenant testified that in March, 2018, the Landlord started construction of a laneway house on the rental property. The Tenant submitted that the Landlord's construction tools used a lot of electricity and that the Tenants were not properly compensated for

that use. The Tenants seek \$200.00 for the cost of additional electricity used by the Landlord.

Analysis

The Tenant abandoned the Tenants' application to cancel the Notice. I find that the Notice complies with Section 52 of the Act, and therefore I hereby provide the Landlord with an Order of Possession effective July 1, 2018, as requested.

I find that the tenancy agreement included the indoor heated storage facility and that the Landlord did not comply with the Act when he arbitrarily removed the Tenants' belongings from the indoor storage to the unheated outdoor storage. I further find that the Tenants should not be made responsible to pay for the extra utilities used when the Landlord made renovations at the rental property. I find that the amounts requested in compensation for overpayment of utilities, removal of heated storage facilities, and the Tenants' damaged or otherwise non-storable goods is reasonable. I find that the Tenants did not provide sufficient evidence that the telephone or cable box was lost as a result of the Landlord's actions and this portion of their claim is dismissed. The Tenants have been successful in their claim for compensation and I find that they are entitled to recover the cost of the \$100.00 filing fee from the Landlord.

The Tenants are also entitled to the equivalent of one month's rent, on or before the end of the tenancy, pursuant to Section 51 of the Act. The Tenants are hereby provided with a Monetary Order, calculated as follows:

Compensation under Section 51 of the Act	\$2,667.60
Compensation for loss of heated storage facility	\$100.00
Compensation for loss of personal property	\$200.00
Compensation for overpayment of utilities	\$200.00
Recovery of the filing fee	<u>\$100.00</u>
TOTAL	\$3,267.60

Conclusion

The Tenants are hereby provided with a Monetary Order in the amount of **\$3,267.60** for service upon the Landlord. This Monetary Order may be enforced in the Provincial Court of British Columbia (Small Claims Division). **If the Tenants choose to not pay rent for the month of June, 2018, then the balance in the amount of \$600.00 may be enforced.**

The Landlord is hereby provided with an Order of Possession **effective 1:00 p.m., July 1, 2018** for service upon the Tenants. This Order may be enforced in the Supreme Court of British Columbia.

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 27, 2018

Residential Tenancy Branch