



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OLC, RP

Introduction:

The Application for Dispute Resolution filed by the Tenant(s) seeks the following:

- a. An order that the landlord comply with the Act, Regulations and/or tenancy agreement.
- b. An order that the landlord make repairs.

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the landlord on June 12, 2017. With respect to each of the applicant's claims I find as follows:

Issues to be Decided:

The issues to be decided are as follows:

- a. Whether the Tenant(s) are entitled to an order that the landlord comply with the Residential Tenancy Act, Regulations and/or tenancy agreement?
- b. Whether the Tenant(s) is entitled to an order that the landlord make repairs?

Background and Evidence:

The tenancy began on August 1, 2017. The tenancy agreement provided that the tenant(s) would pay rent of \$1650 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$825 at the start of the tenancy. The rent has been increased to \$1758 per month.

The Application for Dispute Resolution filed by the tenant states since we moved in the building manager promise us to gave my storage as soon as possible, because my building manager has rent my storage to someone else And after almost 2 years I didn't received my storage and I keep some of my stuff in the balcony but because of the rains my stuff is useless now. And at this I'm asking my building manager to composite me \$50 a month since we moved in because my building manager she events didn't gave me storage she's rent my storage to someone else

The Application for Dispute Resolution further states “It’s been more than 6 months I already asked my building manager to repair the cabinet doors but she ignored me”

The landlord testified she has been the building manager for the last 1 ½ years. She submits there is no basis for an order to compensate the tenant. The tenancy agreement does not provide that storage is included in the rent. Prior to service of this Application for Dispute Resolution the tenant has not advised her that he wished storage. At the present time no storage units are available. However, when they become available the landlord charges a small fee. The tenant can go on a waiting list should he wish.

The landlord further referred to a 2 ½ page summary of the process involved in dealing with the cabinet doors. She testified the tenant has often failed to be there when the contracts arrive. Further he has been abusive to them. The tenant subsequently told the landlord that he would install the cabinet doors if the landlord provides them. The landlord has provided those doors.

Analysis:

The residential tenancy agreement provides that “PARKING (see clause 6 rent) is included with the tenancy agreement. The tenant was not able to identify where it states that storage is included. When one refers to paragraph 6 it sets out the RENT of \$1650, STORAGE FEE(S) has \$ followed by a line through, PARKING FEE(S) \$ followed by the line through TOTAL RENT & FEE(S) \$1650.00

I determined the tenancy agreement provided that the tenant was entitled to parking provided an additional fee was paid. The tenant did not wish or need parking and there is a line through it. The tenant was not able to prove that the parties agreed that storage was part of the rent. The provision of storage is not mentioned in paragraph 3. There is a line through it in paragraph 6. I determined the agreement between the parties was that the tenant is entitled to storage when it is available and upon request by the tenant provided the tenant pays the extra fee provided storage units are available.

Paragraph 35 includes that “...Any change or addition to the tenancy agreement must be agreed to in writing and initialled by both landlord and the tenant. If a change is not agreed to in writing, is not initialled by both the landlord and the tenant, or is unconscionable it is not enforceable. The tenant testified the previous manager agreed with him that storage was part of the rent and he could have a storage locker. I determined that even if the previous manager agreed as alleged it is not enforceable as it amounts to the change of the written agreement. For it to be enforceable it must be in writing and initialled by both parties.

I determined the tenant failed to prove that storage was included with the rent. I determined the Tenant failed to prove the landlord has not complied with the tenancy agreement. As a result I dismissed this claim.

The tenant was extremely upset because the landlord failed to fix his cabinet doors in a timely fashion. The landlord presented a 2 ½ page summary where show how the landlord's contractors have attempted to gain access to replace them but the tenant has refused or been abusive to the contractors. The tenant told the landlord that if they provide the doors he will install them. The landlord provided the Tenant with the cabinet doors. At the hearing the tenant confirmed that he will install them. I determined there was no basis to issue a repair order.

Conclusion:

I order the application of the tenant be dismissed without liberty to re-apply.

This decision is final and binding on the parties.

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: August 02, 2019

Residential Tenancy Branch