



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC, PSF, FFT

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution, made on April 6, 2020 (the "Application"). The Tenant applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- an order that the Landlord comply with the *Act*, regulation, or tenancy agreement;
- an order to provide services or facilities required by tenancy agreement or law; and
- an order granting recovery of the filing fee.

The Tenant and the Landlords attended the hearing at the appointed date and time. The Tenant stated that he served the Landlord in person. The Landlords confirmed receipt. No issues were raised with respect to service or receipt of these documents during the hearing. Pursuant to section 71 of the *Act*, I find the above documents were sufficiently served for the purposes of the *Act*.

The parties were given an opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

1. Is the Tenant entitled to an order that the Landlords comply with the *Act*, pursuant to Section 62 of the *Act*?
2. Is the Tenant entitled to an order to provide services or facilities required by tenancy agreement or law, pursuant to Section 62 of the *Act*?
3. Is the Tenant entitled to the recovery of the filing fee, pursuant to Section 72 of the *Act*?

Background and Evidence

The parties testified and agreed to the following; the tenancy began on November 1, 2019. Currently, the Tenant is required to pay rent to the Landlords in the amount of \$1,050.00 which is due on the first day of each month. The Tenant paid a security deposit in the amount of \$525.00 which the Landlords continue to hold.

The Tenant stated that at the start of his tenancy, he was provided with access to a storage space next to his rental unit. The Tenant stated that it was his understanding that he would be permitted to use the storage space throughout his tenancy. The Tenant stated that after six months of his tenancy, the Landlords decided to change the locks and not provide him with a key to access the storage. The Tenant stated that he now has to request permission from the Landlords to allow him access.

In response, the Landlords stated that the storage space was not included in the tenancy agreement between the parties. The Landlords stated that they were being generous to the Tenant and offered him some storage space in their garage. The Landlords stated that they have a freezer and also their own possession in the garage which they were willing to share with the Tenant. The Landlords stated that they provided the Tenant with a key to access the storage.

The Landlords stated that one day the Tenant decided to change the locks on the storage space and did not provide the Landlords with a key to their own garage. The Tenant confirmed this and stated that the Landlords' lock was not adequate. The Tenant stated that he provided the Landlord with a key. The Landlords stated that they decided to change the lock to their own lock and notified the Tenant that he would be required to ask the Landlords to access the additional storage space, but that the Landlords wanted to tighten up the Tenant's ability to access the garage given the fact that he was changing the locks without permission.

The parties agreed that the Tenant continues to store his possession in the storage space and that he needs to contact the Landlords to allow him access whenever he requires it. If successful, the Tenant is requesting the return of the filing fee paid to make the Application.

Analysis

Based on the documentary evidence and oral testimony provided during the hearing, and on a balance of probabilities, I find:

According to Section 27 of the Act,

- (1) *a landlord must not terminate or restrict a service or facility if; (a) the service or facility is essential to the tenant's use of the rental unit as living accommodation, or (b) providing the service or facility is a material term of the tenancy agreement.*

- (2) *a landlord may terminate or restrict a service or facility, other than one referred to in subsection (1), if the landlord (a) gives 30 days' written notice, in the approved form, of the termination or restriction, and (b) reduces the rent in an amount that is equivalent to the reduction in the value of the tenancy agreement resulting from the termination or restriction of the service or facility.*

In this case, I find that the Tenant has provided insufficient evidence to demonstrate that the parties agreed that the Tenant has exclusive use of the storage space and that it was part of the tenancy agreement. I accept that the storage space is shared between the Tenant and the Landlords.

I accept that the Tenant continues to store his possessions in the storage space and that the Landlords are prepared to allow him access to his possession when he requests access. I find that the Tenant has provided insufficient evidence to demonstrate that the Landlords have terminated or restricted a facility or service that is included in the tenancy agreement, or that the Landlords have not complied with the Act, tenancy agreement, or regulations.

In light of the above, I dismiss the Tenant's Application without leave to reapply. As the Tenant was not successful with their Application, I find that he is not entitled to the return of the filing fee.

Conclusion

The Tenant's Application is dismissed 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 22, 2020

Residential Tenancy Branch