



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes LRE, LAT, OLC, FFT

Introduction

This hearing dealt with the Tenant's application filed under the Residential Tenancy Act, (the "Act") requesting an Order for the Landlord to comply with the Act, an Order authorizing the Tenants to change the locks to the rental unit, an Order to suspend or set conditions on the Landlord right to enter the rental unit, and the return of their filing fee. The matter was set for a conference call.

The Landlord, the Landlord's daughter (the "Landlord") and both the Tenants attended the hearing and were each affirmed to be truthful in their testimony. Both parties were provided with the opportunity to present their evidence orally and in written and documentary form and to make submissions at the hearing.

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.

Issues to be Decided

- Are the Tenants entitled to an Order for the Landlord to comply with the Act?
- Are the Tenants entitled to an Order authorizing the Tenants to change the locks to the rental unit?
- Are the Tenants entitled to an Order to suspend or set conditions on the Landlord's right to enter the rental unit?
- Is the Tenant entitled to the return of his filing fee?

Background and Evidence

While I have turned my mind to all of the accepted documentary evidence and the testimony of the parties, only the details of the respective submissions and/or arguments relevant to the issues and findings in this matter are reproduced here.

The tenancy agreement records that this tenancy began on September 3, 2020, for a one-year fixed-term, rolling into a month-to-month tenancy at the end of the initial fixed term. The agreement sets the monthly rent in the amount of \$1,200.00 to be paid by the third day of each month, and a \$600.00 security deposit. The Landlord submitted a copy of the Tenancy agreement into documentary evidence.

The Tenants testified that the Landlord uses the interior joining door between the upstairs suite, occupied by the Landlord, and the downstairs suite, occupied by the Tenants, to access the Tenants' rental unit without notice. The Tenants are requesting that the Landlord be ordered to comply with the *Act* by providing the required written notice to them before entering their rental unit. The Tenants submitted a picture of the interior door into documentary evidence.

The Landlord testified that the interior door joining the Landlord's unit to the Tenants' unit is separated by the Laundry room, which is a shared common area for both units. The Landlord testified that there are two doors to the laundry room, one for the Landlord and the second for the Tenants. The Landlord testified that the Tenant's access door to the laundry room locks, providing them with privacy.

The Tenants testified that the door from the Laundry room does have a door leading to their rental unit and that this door does lock. The Tenants testified that they had a verbal agreement with the Landlord that the Laundry room was to be their exclusive area.

The Landlord testified that they never included the exclusive use of the laundry room in the tenancy.

Analysis

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

During these proceedings, the parties to this dispute offered conflicting verbal testimony regarding the exclusive vs shared use of the laundry room for this tenancy. In cases

where two parties to a dispute provide equally plausible accounts of events or circumstances related to a dispute, the party making a claim has the burden to provide sufficient evidence over and above their testimony to establish their claim, in this case, it is the Tenants who hold the burden of proof.

I have reviewed the tenancy agreement signed between these parties, and I find that there is no mention of the laundry room in this document. I have also reviewed the Tenants' application for these proceedings and supporting documents, and I find that there is no evidence before me to show that the Tenants and the Landlord had agreed to the Tenants having exclusive possession of the laundry room.

In the absence of sufficient evidence to prove their claim, I must dismiss the Tenants' application in its entirety.

Section 72 of the Act gives me the authority to order the repayment of a fee for an application for dispute resolution. As the Tenants have not been successful in their application, I find that the Tenants are not entitled to recover the filing fee paid for this application.

Conclusion

I dismiss the Tenants' application in its entirety.

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: January 28, 2021

Residential Tenancy Branch