



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT, RR, FFT

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution, made on February 1, 2021 (the "Application"). The Tenant applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for damage or compensation;
- an order granting a rent reduction; and
- an order granting recovery of the filing fee.

The Tenant as well as the Landlord's Agents S.N., and S.S. attended the hearing at the appointed date and time. At the start of the hearing, the Landlord's Agents confirmed receipt of the Tenant's Application and documentary evidence. Pursuant to Section 71 of the *Act*, I find the above documents were sufficiently served for the purposes of the *Act*. The Landlord's Agents confirmed that the Landlord has not submitted any documentary evidence in response to the Application.

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 a monetary order for damage or compensation, pursuant to Section 67 of the *Act*?
2. Is the Tenant entitled to a rent reduction, pursuant to Section 65 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 April 1, 2017. Rent in the amount of \$1,603.00 is due to the Landlord on the first day each month. A security deposit was paid to the Landlord in the amount of \$740.00.

The Tenant is claiming monetary compensation in the amount of \$400.00, a rent reduction in the amount of \$400.00, as well as for the return of the filing fee.

The Tenant stated that since the start of the tenancy, the Landlord had a guest suite available to occupants at the rental property, to pay a \$60.00 fee per night, should they have a guest who was interested in staying in the guest suite. The Tenant stated that since the new Landlord has taken over the rental property sometime in February 2020, they have performed renovations to the guest suite and have since converted the guest suite into a long term rental unit, which is now being rented by another occupant.

The Tenant stated that the Landlord did not provide the Tenant with any notice that the guest suite would no longer be available to the Tenant. Furthermore, the Tenant stated that he has not been compensated any amount for the loss of the service or facility. The Tenant stated that the Landlord had an advertisement as recent as January 2021 stating that the rental property offers a guest suite.

The Landlord's Agents stated that the guest suite was operated by the previous Landlord, and that new management has since made the decision to close the guest suite given the Covid-19 pandemic, and has re-rented it as a long term rental unit. The Landlord's Agents stated that the guest suite was not part of the Tenant's tenancy agreement. The Landlord's Agents stated that the Landlord is at liberty to make such changes, which is also indicated on the advertisement provided by the Tenant.

The Tenant stated that at the start of the tenancy, he was not permitted pets in his rental unit. The Tenant stated that this was reflected in his tenancy agreement. The Tenant stated that he was notified that the building did not permit pets. The Tenant stated that this was important to him as he is allergic to cats. The Tenant stated that he noticed that there were pets in the building sometime in January 2021. As such, the Tenant is seeking a rent reduction in the amount of \$400.00 as the Landlord has

changed the building regulations. Furthermore, the Tenant is seeking an order be made that no cats are permitted on the first floor of the rental building.

The Landlord's Agents responded and stated that the building is pet friendly and that there are occupants in the building who have had their pets for years. The Landlord's Agents stated that the Landlord reserves the right to provide written permission to occupant allowing pets in their rental unit. The Landlord's Agents stated that they have a rigorous process of screening suitable pets to ensure the quiet enjoyment of the other occupants in the building is upheld.

Analysis

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

According to the Residential Tenancy Policy Guideline 22; In a tenancy agreement, a landlord may provide or agree to provide services or facilities in addition to the premises which are rented.

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.*

The Tenant is claiming for monetary compensation in the amount of \$400.00 as the Landlord has converted a guest suite at the rental property, into a long-term rental unit. In this case, I find that the guest suite was not a service or a facility that was included in the tenancy agreement between the parties. While the guest suite may have been made available to occupants who wanted to use it for their guests, I accept that the occupants were required to pay a fee of \$60.00 per night. This demonstrates that the guest suite was not included in the rent, therefore, I find that the Landlord has not breached the Act. I therefore dismiss the Tenant's claim without leave to reapply.

The Tenant is also seeking compensation in the amount of \$400.00 as there are pets in the rental property, despite the fact that the Tenant is not permitted pets as part of his tenancy agreement. I accept that the Tenant is allergic to cats, which is why it is important to him that he reside in a pet free rental property.

In this case, I find that the Tenant has provided insufficient evidence to demonstrate that the rental property does not allow pets. I accept that the Tenant did not have pets at the start of the tenancy, therefore, his tenancy agreement states that there are no pets permitted. I find that this condition relates to the agreement between the Tenant and the Landlord for the specific rental unit being occupied by the Tenant. I do not find this condition to mean no pets in the entire rental property.

Furthermore, I find that the tenancy agreement between the parties contains term 17 which states in part, that the Tenant may obtain written permission from the Landlord to keep a pet. I find that this provides the Landlord an opportunity and the right to determine if a pet is permitted in the rental unit.

I find that the Tenant has provided insufficient evidence to demonstrate that the Landlord has breached the Act, tenancy agreement, or regulations. As such, I dismiss the Tenant's claim for a rent reduction without leave to reapply. I further decline to order that no cats are permitted on the first floor of the rental building.

As the Tenant was not successful with his Application, I find that the Tenant is not entitled to the recovery 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 19, 2021

Residential Tenancy Branch