



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Randall North Real Estate Services
Inc. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OLC, FFT

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking an order to have the landlord comply with the *Residential Tenancy Act (Act)*, regulation, or tenancy agreement.

The hearing was conducted via teleconference and was attended by the tenant and two agents for the landlord.

The tenant testified the landlord was served with the notice of hearing documents, their evidence, and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Act* by registered mail on November 23, 2021, in accordance with Section 89.

The landlord acknowledged receipt of the hearing documents but testified that the packaged did not include any evidence from the tenant. The tenant stated he sent it all in one package. The landlord submitted that she was prepared to proceed with the hearing despite not receiving the tenant's evidence. I noted that, with the exception of photographs, the documentation submitted was primarily correspondence from and/or between the landlord and the tenant.

Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to an order requiring the landlord to comply with the tenancy agreement and to recover the filing fee from the landlord for the cost of the Application for Dispute Resolution, pursuant to Sections 62, 67, and 72 of the *Act*.

Background and Evidence

Both parties submitted a copy of a tenancy agreement signed by the parties on November 1, 2018, for a month-to-month tenancy beginning on November 1, 2018 for a monthly rent of \$950.00 due on the 1st of each month with a security deposit of \$475.00 paid. The tenancy agreement included a one-page addendum with 15 additional terms listed included Term 10 which states:

“Do not hang items over the outside balcony rails. No blinds hung from the top, no seed bird feeders. Hanging baskets and plants are okay, insuring plant watering is not dripping to tenant below.”

While the tenant raised several issues that they wanted an order for compliance for, they did identify that the main issue for them was the landlord's request to have them remove their bamboo blinds that they have on the exterior of their rental unit patio doors. On their Application for Dispute Resolution the tenant wrote:

“I am being denied my bamboo blinds over my windows to reduce sunlight, heat, and wind. This also affects heat level of the apartment and personal privacy of 2 people (my roommate and myself) with BC PWD status. I complied with not having them draped at the edge of the deck as per original rental agreement. The new owners of the building have since changed this via e-mail with 2 weeks notice, and threats of eviction.”

The tenant submitted during the hearing, that they require the blinds on their unit because they are west facing and get the heat of the afternoon sun. The landlord submitted that they require that there be nothing affixed to the building envelope to ensure that it remains well-maintained.

The tenant submitted that they do not have the blind affected to the balcony but rather it is attached to the top side of the patio doors and as such it is compliant with the requirements set forth in Clause 10 of the addendum.

The landlord provided a copy of a notice to all tenants dated October 2, 2021 advising the new landlord intended to address the building curb appeal and instructed tenants, among other things, to remove all blinds, such as the bamboo blinds, that are hanging on the balconies.

The tenants provided copies of other correspondence from the landlord directly to them to remind that they would need to remove their blinds or the landlord would end the tenancy.

The other issues raised by the tenant include issues in their bathroom; bedbug treatments; and renovations.

During the hearing the parties acknowledged that the issues in the bathroom had been previously address by the landlord and that the tenant had not made the landlord aware that they continued to have problems. The landlord agreed to look into the issues identified in the bathroom.

The tenant submitted that in regard to bedbug treatments they had been told that there would be a second treatment after the initial treatment was provided but that the second

treatment was never completed. The landlord submitted that they follow the recommendations of their service provider and the service provider advised that a second treatment was not required.

The tenant also submitted that the landlord was threatening the tenants with a renoviction. In support of this position, the tenant submitted a letter from the landlord dated February 19, 2022, stating the landlord was intending to make renovations to the property. The landlord submitted this email was only intended as an offer to the tenants to consider a mutual agreement to end the tenancy and the provision of compensation of the required compensation should the landlord apply to be able to end the tenancy for renovations.

Analysis

Section 62(3) allows the director to make any order necessary to give effect to the rights, obligations, and prohibitions under this *Act*, including an order that a landlord or tenant comply with this *Act*, the regulations, or a tenancy agreement.

There is no evidence before me that the new landlord changed the terms of the tenancy agreement. Rather it appears that the new landlord has chosen to enforce a term that may not have been previously enforced by the previous landlord.

In regard to the specific wording in Clause 10 of the tenancy agreement which states: "No blinds hung from the top"; the term does not specify what "the top" means. However, from its context in the addendum, I find that, in general, the term requires that there be no blinds hung outside of the interior of the rental unit.

As such, I find the landlord is entitled to require the tenant to remove their bamboo blinds from the exterior of their unit.

In regard to the tenant's concern about renovictions, I note that it is not contrary to the *Act*, regulation or tenancy agreement for either party to seek a mutual agreement to end a tenancy and offer whatever compensation they think is appropriate. In fact, Section 44 of the *Act* stipulates that a tenancy may end by mutual written agreement. If there is interest by the other party to consider it the parties are free to negotiate the terms of any agreement to the end the tenancy, including additional compensation.

Failing that, Section 49.2 of the *Act* does allow for a landlord to submit an Application for Dispute Resolution if they seek to end the tenancy for renovations. If approved and an order of possession is issued the tenant then becomes eligible for compensation in an amount equivalent to one month's rent.

As such, I find the landlord has not violated the *Act*, regulation or tenancy agreement in regard to attempting to negotiate a mutual end to the tenancy.

Considering the bedbug issue, I find that there is no specific issue or term here that has been violated. A landlord is allowed to accept the advice of service providers regarding treatment for bedbugs. Furthermore, there was no evidence of a current bedbug infestation impacting the tenants.

Finally, I am satisfied that the landlord had committed to connect with the tenants after the hearing to investigate the new bathroom issue.

Conclusion

Based on the above, I dismiss the tenant's Application for Dispute Resolution, in its entirety and 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: April 13, 2022

Residential Tenancy Branch