



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

<u>Dispute Codes</u>	Tenant application #1:	MNDC, PSF, FF
	Tenant application #2:	RR, RP, FF

Introduction

This telephone conference call hearing was convened as the result of the tenant's two applications for dispute resolution (applications) seeking remedy under the Residential Tenancy Act (Act). The tenant first applied on August 1, 2022, for compensation for a monetary loss or other money owed, an order requiring the landlord to provide for services or facilities required by the tenancy agreement or the Act, and recovery of the cost of the filing fee.

The tenant then filed a subsequent application on October 28, 2022, for dispute resolution for a reduction in monthly rent, an order requiring the landlord to make repairs to the rental unit, and recovery of the cost of the filing fee.

The files were administratively joined by the Residential Tenancy Branch (RTB) as repeated applications, set for the same time and date.

The tenant and a representative for the landlord were present for the hearing.

The hearing process was explained to the parties and an opportunity was given to ask questions about the hearing process. All parties were affirmed.

Thereafter the parties were provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me. The parties confirmed receipt of the other's evidence, though the landlord said the evidence was received late. No issues were raised about service of the tenant's applications.

I have reviewed all oral and written evidence before me that met the requirements of the RTB Rules of Procedure (Rules) and only the evidence relevant to the issues and findings in this matter are described in this Decision.

Words utilizing the singular shall also include the plural and vice versa where the context requires.

Preliminary and Procedural Matters-

Further, Rule 2.3 authorizes me to dismiss unrelated disputes contained in a single application. In this circumstance, the tenant indicated several matters of dispute on the two applications. I informed the tenant that I would not determine all issues listed on both applications as I find they were not sufficiently related to each other.

I asked the tenant what issue he considered the most important to them, and the tenant replied that it was the storage issue. As a result, I exercised my discretion to dismiss all other claims, with leave to reapply.

The hearing proceeded on the tenants' request for an order requiring the landlord to provide for services or facilities required by the tenancy agreement or the Act and for recovery of the cost of the filing fee, for only one application. I will not award the tenants a filing fee for two applications at one hearing, as the tenants had the choice to amend their original application rather than file a separate application.

I informed the parties of this decision at the hearing.

Leave to reapply is not an extension of any applicable time limit.

Issue(s) to be Decided

Are the tenants entitled to have their storage locker restored and to recovery of the cost of the filing fee?

Background and Evidence

The tenancy began on or about December 1, 2017 and current monthly rent is \$1,556.

The landlord took ownership of the residential property in June 2021, from the original landlord.

In their application, the tenants wrote the following:

The landlord served an illegal notice to terminate of storage service. After being warned 4 times, they switched to the RTB-24 with the same content. They state break-in and left-over garbage as the reason for service termination, but that claimed incident has happened in a different storage area that has nothing to do with ours. The termination is unreasonable. The storage is included in the tenancy agreement and is an essential service for us. We request the cancellation of the RTB-24 form.

Filed in evidence was RTB-24 and the written tenancy agreement.

The tenant testified to the following: The tenants' storage unit, #2, is an essential part of their written tenancy agreement and they have had this storage unit since the tenancy began. The tenants would not have taken the tenancy had storage not been provided. On June 13, 2022, the tenants received a written notice demanding they clear out their storage unit. The tenants denied that their storage unit needed repairing or that the lock was broken. There was nothing wrong with their storage unit and they have been deprived of its use since June 2022.

Landlord's response

The landlord testified to the following: The tenant's tenancy agreement was the only rental unit that had storage provided. The landlord's intent was not to deprive the tenant of their storage, but the landlord wanted to inspect, clean and repair, and upgrade all storage units and replace the locks with industrial strength locks. This was due to the break-ins of other storage units and storage of garbage and decaying organic material being stored. The intent was to prevent further misuse and infestations and to seal up the units to prevent leaks. The other storage units were cleaned and replaced with industrial locks and the tenant has never lost use of their storage unit, as they still have contents in the unit.

In discussion, the landlord said they were fine to let the tenants continue to keep their storage unit, but because the tenants would not allow access to the landlord, the landlord should not be responsible for the state of the unit or for any break-ins.

Analysis

Based on the relevant oral and written evidence, and on a balance of probabilities, I find as follows:

The tenants requested to keep and/or have their storage unit restored. The landlord is in agreement that the tenant keep their storage unit, #2, as long as the tenant understands that the rental unit will not be upgraded and not hold the landlord responsible for break-ins or damage from moisture or leaks.

As the parties are in agreement on the tenants' storage unit, I **order** that the form RTB-24, dated June 20, 2022, signed and issued by the landlord to the tenants, is **cancelled and of no force or effect**. I find the tenants are entitled to this storage unit per their written tenancy agreement, to keep during the length of this tenancy.

The tenant asserted that there were no issues with the condition of the storage unit at this time, and did not want his lock changed. I therefore find the landlord is not obligated to upgrade the storage unit or to provide another lock.

As the tenant had partial success with their application, I find they are entitled to recovery of their filing fee of \$100. I grant the tenants a one-time reduction in rent in the amount of \$100 to satisfy this monetary award.

I dismiss without leave to reapply the tenants' request for recovery of their filing fee of \$100 for their secondary application.

Conclusion

The tenants have been restored of their storage unit and form RTB-24 is ordered cancelled.

The tenants are granted recovery of their filing fee through a one-time reduction in their monthly rent of \$100.

I dismiss the tenant's request for recovery of their filing fee in their second application for dispute resolution.

All claims not related to the tenants' request for an order requiring the landlord to provide for services or facilities required by the tenancy agreement or the Act are dismissed, with 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*. Pursuant to section 77(3) of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: January 13, 2023

Residential Tenancy Branch