



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

This hearing was convened in response to the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for Orders as follows:

- an order to the landlord to provide services or facilities required by law pursuant to section 65;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62;
- an order to allow the tenant(s) to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65.

The hearing was conducted by conference call. The landlord did not attend this hearing.

The tenant testified that on September 28, 2022, she sent a copy of the Application for Dispute Resolution and Notice of Hearing to the landlord by registered mail. A registered mail receipt and tracking number was provided in support of service.

Based on the above evidence, I am satisfied that the landlord was served with the Application for Dispute Resolution and Notice of Dispute Resolution Hearing pursuant to sections 89 & 90 of the Act. The hearing proceeded in the absence of the landlord.

In the hearing, the tenant withdrew her request for a rent reduction.

Issues

Should the landlord be ordered to provide services or facilities required by the tenancy agreement or law?

Background & Evidence

The tenancy for this apartment unit began over 20 years ago. A tenancy agreement was not provided on file.

The tenant states that back in July 2022 the landlord provided notice that the storage facilities would be taken away in exchange for a \$25.00 rent reduction. The tenant wrote e-mail correspondence to the landlord requesting to keep the storage and forgoing the rent reduction. The tenant has not heard back from the landlord. The tenant advised that at the time of the hearing she still believed she had access to the storage locker but stated that she had not gone down to check for some time.

The tenant submits that her unit is only 275 square feet and she uses the storage for seasonal items such as an air conditioner, fans, umbrellas, sunshades and a dehumidifier. The tenant submits the storage was provided to her since the beginning of the tenancy and she has no space to store these items inside her unit. The tenant submits there is little ventilation in her unit so having a place to store these seasonal items are integral to her tenancy.

Analysis

Section 27 of the Act provides as follows:

27 (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.

I accept the tenant's undisputed submission that the storage locker was provided to her since the beginning of her tenancy and formed part of the tenancy agreement. I also accept the tenant's submission that since her apartment is only 275 square feet with little ventilation, the use of the storage locker to store seasonal items such as an air conditioner is essential to her use of the living accommodation.

Although it was not evident at the time of the hearing that the landlord had followed through on their notice to terminate the service or facility, I order the landlord to re-instate the tenant's access to the storage locker if it has been terminated. If use of the storage locker has not been restricted, which I suspect to be the case, I order the landlord to comply with the Act and continue to provide the tenant with use and access to the storage locker.

Conclusion

The tenant's application is granted and the landlord is ordered to not terminate or restrict the use of the storage locker.

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 31, 2023

Residential Tenancy Branch