



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

### Dispute Codes

Landlords' application: O FFL  
Tenant's application: OLC LRE FFT

### Introduction

This hearing was convened as a result of an Application for Dispute Resolution (application) by both parties seeking remedy under the *Residential Tenancy Act* (Act). The landlords applied for "other" and the filing fee and described their claim as follows:

<input checked="checked" type="checkbox"/>	I want something else not listed above
Briefly describe your tenancy issue: Tenant had filed a notice of dispute to request clarification on being able to remove furniture from a furnished rental. The tenant has since gone ahead and removed the furniture without permission prior to the arbitration hearing. We would like an order to have all furniture returned to the suite.	

The tenant applied for an order directing the landlords to comply with the Act, regulation or tenancy agreement, to suspend or set conditions on the landlord's right to enter the rental unit and to recover the cost of the filing fee.

The tenant, the fiancée for the tenant, and the landlords attended the teleconference hearing. The hearing process was explained to the parties and an opportunity was given to ask questions about the hearing process. Thereafter the parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me. Words utilizing the singular shall also include the plural and vice versa where the context requires.

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

Other than the YouTube hyperlink, which was excluded as the landlords stated that they could not open the hyperlink, as both parties confirmed having had the ability to review the documentary evidence submitted by the other party prior to the hearing, I am satisfied that both parties have been sufficiently served as required by the Act. The only excluded evidence is the YouTube hyperlink submitted by the tenant.

### Preliminary and Procedural Matters

RTB 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 application, the most urgent of which is the clarification on removing furniture from a furnished rental unit. I find that not all the claims on the application are sufficiently related to be determined during this proceeding. I will, therefore, only consider the tenant's request for clarification on removing furniture from a furnished rental unit and the tenant's application to recover the cost of the filing fee at this proceeding. The balance of the tenant's application including a late filed monetary claim is dismissed with leave to reapply.

Both parties confirmed their respective email addresses and were advised that the decision would be sent to both parties by email.

### Issues to be Decided

- Has the tenant provided sufficient evidence to prove that the landlord should be directed to comply with the Act, regulation, or tenancy agreement?
- Has the tenant provided sufficient evidence to support an order setting limits on the landlord's right to enter the rental unit?
- Is the landlord entitled to "other" as claimed under the Act?
- Is either party entitled to recover their filing fee under the Act?

### Background and Evidence

A copy of the tenancy agreement was submitted in evidence. A fixed-term tenancy began on December 1, 2020 and converted to a month-to-month tenancy after May 30, 2020, which I find is a typographical error and should read May 30, 2021 as May 30, 2020 would be before the start date of the tenancy. The parties confirmed that monthly rent originally was \$2,375 per month and has since increased to \$2,442.50 as of January 2023 and remains due on the first day of each month.

The tenant writes the following in their application and amendment:

Clarification on removing furniture from a furnished apartment. I need to turn a bedroom into an office as my office is going virtual. My landlord claims I can't. I also need better internet speed installed for my work. I currently access the landlord's slow wi-fi. My company will be paying for this new connection & it will not effect the landlords internet. The landlord is refusing to allow me to set this new service up. They also claim my girlfriend can't move in and we need a new lease.

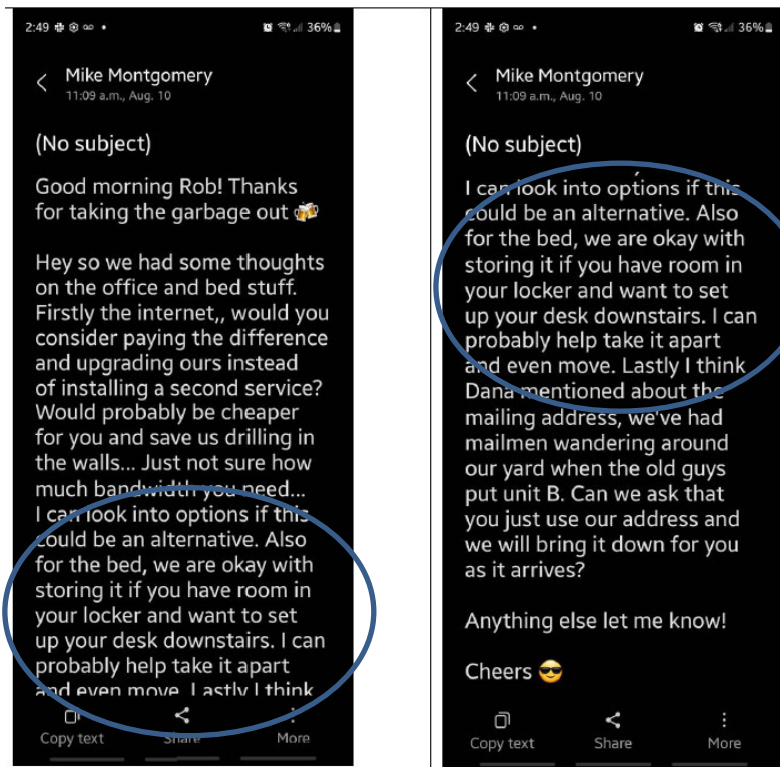
...

I also want to add the following reason "I want to suspend or set conditions for landlord access to the rental unit or site". Since I made this original complaint, the landlord has unlawfully entered my home without a reasonable reason for inspection (twice) and during these inspections has been abusive by the use of profanities, gone through our personal belongings, as well as been fighthenening & disruptive. They have also stood outside our window, peering in to obviously intimidate us. This has all disturbed the quiet enjoyment of our home. They have malicious intent to create an uncomfortable environment for myself & my partner to enjoy our home in a peaceful manner. They have also repeatedly tried to strike a bargain whereby they will stop the nuisance if we agree to vacate the suite ASAP. We have now also received a "Notice" in writing to place furniture in a specifc manner within the suite and we have been informed by the landlord that they consider this a breach of our lease and have set a deadline of Dec 4th to retify this "breach". The implication being this is a pre-text to an eviction for cause. They have escalated this situation & we are afraid of them and what they will do next.

[reproduced as written]

There is no dispute that the rental unit is a furnished rental unit. During the hearing, the parties mentioned that at issue was a bedframe and mattress that the tenants did not want in the spare bedroom of the rental unit. The landlords confirmed that the bedframe is now being stored in the landlords' home and that the landlords caught the tenant attempting to load the mattress for that bedframe into a moving truck, and as such, the landlords took the mattress and are storing it too in the landlord's home.

The tenant presented a text in evidence which reads as follows:



[reproduced as written]

An oval has been added to highlight to the important wording I will be referencing later in this decision. The landlords confirmed writing the above-noted text to the tenant.

The landlord is seeking the return of all furniture back to the furnished rental unit.

During the hearing, the parties confirmed that WIFI is no longer an issue so will not be discussed further in this decision.

### Analysis

Based on the documentary evidence, the testimony of the parties, and on the balance of probabilities, I find the following.

I find the text highlighted above with ovals granted the tenant permission to have the bedframe and mattress stored and given that the landlord has placed both items in the landlord's home, I find the landlords have agreed that the tenant does not need to store those items during the tenancy in the tenant's storage area.

While the landlords may have changed their mind since sending the text described above, I find the tenant had the right to rely on that text and caution the landlord from sending texts in the future as the tenant has the right to rely on text communication during the tenancy.

Given the above, I dismiss the landlords' application without leave to reapply as I find the landlords have already granted permission by text for the tenant to have the bedframe and mattress removed from the rental unit. I decline to award the landlords the filing fee as their application has failed.

As the tenant's application was partially successful, I grant the tenant the recovery of the \$100 filing fee. I **authorize** the tenant a one-time rent reduction in the amount of **\$100** from a future month's rent in full satisfaction of the recovery of the cost of the filing fee pursuant to sections 62(3) and 72 of the Act.

### Conclusion

The tenant's application partially successful.

The tenant has been granted a one-time \$100 rent reduction from a future month of rent in full satisfaction of the filing fee.

The landlords' application fails and their filing fee is not granted as a result.

This decision will be emailed to both parties.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: February 6, 2023

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Residential Tenancy Branch