



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, OLC, RP, RR

Introduction

This conference call hearing was convened in response to the tenant's application for a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement; an order for the landlord to comply with the Act, regulation, or tenancy agreement, and to make repairs to the rental unit; and to allow a tenant reduced rent for repairs, services or facilities agreed upon but not provided.

Both parties attended the hearing and provided affirmed testimony. They were given a full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the tenant entitled to a Monetary Order, and if so for what amount?

Should the landlord be issued orders concerning repairs and compliance?

Is the tenant entitled to reduced rent?

Background and Evidence

The rental unit consists of a room in a shared single family dwelling. Pursuant to a written agreement, the month to month tenancy started in June 2009. The rent is \$450.00 per month.

The tenant testified that the previous landlord left her with a TV/DVD with cable service before turning the tenancy over to the new landlord approximately one and a half years ago. She stated that these services, which are terms included in the tenancy agreement, were removed three months ago without notice by the landlord. In her documentary evidence the tenant provided a copy of the landlord's notice dated March 18, 2012 wherein the landlord apologized for the inconvenience.

The tenant stated that about the same time heat has been discontinued; that the back door is left unlocked by another tenant, which allows unwanted visitors to have access inside the house.

The tenant stated that the bathroom fan and the oven need to be fixed; the tenant provided a copy of a letter dated February 27, 2012, given to the landlord addressing a number of problems that included the oven.

Concerning the TV/DVD and cable service, the landlord's agent stated that he does not have a copy of the original tenancy agreement. He stated that he has addressed the unwanted visitors issue by keeping only one other roommate, and that he sent a letter to that roommate concerning visitors and securing of the house.

Concerning the heat and other repairs, the landlord's agent said that he is waiting to obtain a city permit to undertake significant repairs and renovations to the property.

Analysis

There was no evidence from the landlord's agent regarding this dispute. On the tenant's testimony and documentary evidence I accept that the landlord removed the TV/DVD and cable service that was part of the original agreement. Section 14(2) of the Act only allows a landlord to remove a term of the agreement if both the landlord and the tenant agree. In this case the tenant did not agree and I find that the tenant did lose facilities that were provided by the original landlord.

The tenant also claimed the loss of heat, ventilation in the bathroom, and the oven. The landlord's agent did not dispute the tenant's testimony; he stated that the landlord is waiting for proper permits to undertake renovations and repairs. Section 27(2) of the Act states in part that a landlord may terminate or restrict a service by giving written notice in the approved form, and by reducing the rent in an amount equivalent to the reduction in the value of the tenancy agreement resulting from the termination of the service. I find that the tenant was inconvenienced by having limited restriction in the rental unit with limited loss to the value of her tenancy.

Accordingly I hereby award the tenant a rent abatement of \$150.00 for the loss of heat and cable services. Effective June 1, 2012, and every month thereafter I further award the tenant the following rent reduction until the following services are restored:

- \$35.00 per month for the loss of the TV/DVD and cable service.
- \$25.00 per month for the loss of the oven.

I hereby order the landlord to repair the bathroom fan and to ensure access to the property is restricted to the tenants by no later than July 1, 2012. If the landlord fails to comply, the tenant is at liberty to make an application for dispute resolution and apply for an order to change the locks.

Conclusion

I award the tenant a one-time rent reduction of \$100.00 from the next rent payment. Effective June 1, 2012, if the services noted above (TV/DVD, cable, and oven) have not been restored, I also authorize the tenant to reduce rent by \$35.00 and \$25.00 respectively.

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 24, 2012.

Residential Tenancy Branch