



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Heyday Realty Inc. (Rental Management)  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      PSF RR FF

### Introduction

This hearing dealt with the tenant's application for dispute resolution under the Residential Tenancy Act (Act) for:

- an order requiring the landlord to provide for services or facilities required by the tenancy agreement or the Act;
- a reduction in monthly rent; and
- recovery of the filing fee.

The tenant and the landlord's agents (agents) attended, the hearing process was explained, and they were given an opportunity to ask questions about the hearing process.

The parties were informed at the start of the hearing that recording of the dispute resolution hearing is prohibited under the Residential Tenancy Branch (RTB) Rules of Procedure (Rules) Rule 6.11.

Thereafter all 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.

I have reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (Rules). However, not all details of the parties' respective submissions and or arguments are reproduced here; further, only the evidence specifically referenced by the parties and relevant to the issues and findings in this matter are described in this Decision.

Preliminary and Procedural Matters-

The evidence showed that the tenant filed evidence on or about February 13, 2022, in which the tenant added a claim for compensation for a monetary loss or other money owed in the amount of \$5460, for alleged noise disturbances.

The landlord claimed that the amendment they received was incomplete, there was no evidence or instructions, and they could not open the digital files.

It was not clear that the tenant amended his application with the RTB, or simply filed evidence for the hearing.

The tenant added, or attempted to add, a claim to his original application. However, the hearing was scheduled in response to the tenant's application for an order requiring the landlord to provide for services or facilities required by the tenancy agreement or the Act and a reduction in monthly rent, not to deal with the tenant's issue regarding alleged noise disturbances.

As a result, I decline to consider the tenant's request for monetary compensation of \$5460 from the landlord for alleged noise disturbances. The tenant is granted leave to make a separate application for any other issues not related to the issues defined above.

Issue(s) to be Decided

Is the tenant entitled to an order requiring the landlord to provide for services or facilities required by the tenancy agreement or the Act?

Is the tenant entitled to a reduction in monthly rent?

Is the tenant entitled to recover the cost of the filing fee?

Background and Evidence

The tenancy started on September 1, 2020, monthly rent began at \$1,600 and the tenant paid a security deposit of \$800. Current monthly rent is \$1624.

Filed in evidence was the written tenancy agreement. Included with the monthly rent, the landlord provided internet service.

To support his claim seeking an order for an order requiring the landlord to provide for services or facilities required by the tenancy agreement or the Act, the tenant wrote in his application the following:

*Per our tenancy agreement, internet service is included in the rent. The internet service provided was not adequate in speed or reliability for my needs, which include work from home use. I raised this with the landlord, but this was ignored. On October 7, 2021 I contracted with Shaw to provide a separate connection for my suite. However, the landlord had informed the Shaw technician that connection of service to my unit is not possible. I am left with unsatisfactory service with no alternative.*

The tenant testified that he is required to have reliable internet service for work and he does not have that with the internet provided by the landlord, due to the constant outages and disruptions. The tenant said that the Shaw technician said street connections were in place, but the landlord refused to let the tenant have the service connected.

As to the tenant's claim for a past and future reduction in monthly rent, the tenant wrote in his application the following:

*The total represents the cost of the expected level of service that was promised in the tenancy agreement per month times the number of months I have been a tenant: \$89.27/month (with taxes) x 14 months. This is fair since the performance of the shared service is highly variable and has actually disconnected, vitally, during work hours. The need to contract a 2-year commitment also illustrates the level of pain suffered. To incentivize timely provision, consider a monthly penalty going forward*

The tenant requests the amount of \$1,349.78.

Landlord's response –

The landlord's agent said that the internet package offered to the tenant is the best on the market.

The landlord's other agent, CS, said that the tenant has a residential connection and it is providing a reliable internet connection.

## Analysis

I have considered the relevant evidence of each party and reached a decision taking into account the Act, Regulation, policy, on the balance of probabilities.

The tenant's application is based upon his request for reliable internet service.

In the written tenancy agreement, the landlord is to provide the tenant with internet service included with the monthly rent. I find the landlord is complying with the terms of the tenancy agreement as he is providing the tenant with an internet service. There is no requirement that I can see that the internet is to be the fastest speed possible or that a particular type of internet be provided. For this reason, I **dismiss** the tenant's request for an order requiring the landlord to provide for services or facilities required by the tenancy agreement or the Act.

I find the tenant, however, should be entitled to obtain his own internet service at his own cost, if he is not satisfied with the service provided by the landlord. For clarification, as the landlord is complying with the tenancy agreement and supplying the tenant internet, it is the tenant's choice to seek and pay for his own service. As this is the tenant's choice, he is not allowed a reduction in rent.

If the tenant wishes to obtain his own internet service, pursuant to section 62(3) of the Act, I **order** the landlord to allow the connection to be installed in the tenant's rental unit immediately. The landlord's failure to cooperate with the tenant's installation of his own internet service could result in the tenant seeking compensation for this failure.

### Tenant's monetary claim –

Under section 7(1) of the Act, if a landlord or tenant does not comply with the Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other party for damage or loss that results. Section 7(2) also requires that the claiming party do whatever is reasonable to minimize their loss. Under section 67 of the Act, an arbitrator may determine the amount of the damage or loss resulting from that party not complying with the Act, the regulations or a tenancy agreement, and order that party to pay compensation to the other party. The claiming party has the burden of proof to substantiate their claim on a balance of probabilities.

As to the tenant's claim for \$1,249.78, I find the tenant submitted insufficient evidence that he has sustained a monetary loss. The tenant claims for what the expected level of

internet service would costs, not that he has paid those costs. I am uncertain as to the reason for this claim. Further, I find the tenant submitted insufficient evidence that the landlord breached the Act.

As it is the tenant's choice to choose their own internet provider, he is not allowed a reduction in rent.

For these reasons, I find the tenant submitted insufficient evidence to meet his burden of proof and I **dismiss** his claim for \$1,249.78

I find the tenant's application had some merit, as it was necessary to file the application to be authorized to obtain his own internet service. I therefore grant him recovery of his filing fee of \$100. I direct the tenant to deduct \$100 from a monthly rent payment in satisfaction of this amount. The tenant should alert the landlord when making this deduction so that landlord does not issue the tenant a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities.

### Conclusion

The tenant's application for an order requiring the landlord to provide for services or facilities required by the tenancy agreement or the Act is dismissed, without leave to reapply as the landlord is complying with the written tenancy agreement in providing internet service to the tenant.

The landlord has been ordered to allow the tenant to arrange and pay for his own internet service.

The tenant's monetary claim is dismissed without leave to reapply.

The tenant is granted recovery of the filing fee of \$100.

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: April 07, 2022