



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNDC, OLC, RP, RR, O

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant to obtain a Monetary Order for money owed in compensation or loss or damage under the Act, regulation or tenancy agreement, an Order for the landlord to comply with the Act, regulation or tenancy agreement, an Order for the landlord to make repairs to the unit, an Order for the tenant to reduce rent for repairs, services or facilities agreed upon but not provided and other issues.

Service of the hearing documents, by the tenant to the landlord, was done in accordance with section 89 of the *Act*, sent via registered mail on June 20, 2009. Mail receipt numbers were provided in the tenants' documentary evidence. The documents were collected by the landlord on June 23, 2009.

The tenant and her representative appeared, gave affirmed testimony, were provided the opportunity to present her evidence orally, in writing, and in documentary form. There was no appearance for the landlord, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

Issues(s) to be Decided

This is a request for compensation for damage or loss, for an order for the Landlord to repair the rental unit, or an order for the landlord to comply with the Act, regulations or tenancy agreement, for an order to allow the tenant to reduce her rent for services agreed upon but not provided and to allow the tenant to keep her cat in the rental unit.

Background and Evidence

This tenancy started on February 01, 2008. This is a month to month tenancy. Initially rent was \$500.00 and this was increased to \$525.00 per month when the landlord agreed that the tenant could keep her cat at the rental unit.

The tenant testifies that when she moved into the rental unit the agreement states that cable services are included in the rent. On March 10, 2009 the cable company posted a notice on the door stating that the cable service is for a single family dwelling not a multi dwelling and the tenant has had to pay an additional amount of \$61.23 per month to keep this service. This amount has been paid by the tenants' Mother for May, June, July and August, 2009.

The tenant has written to the landlord asking him to deal with the cable issue and a rodent problem in the unit. The tenant has an unidentified rodent that gains entry to her cupboard under the kitchen sink, bathroom sink and her closet. Despite numerous phone calls and visits to the landlords' residence the landlord has failed to respond to the tenant or deal with these issues.

The tenant has had severe delays in receiving her mail which is sent to the landlords' mailbox. The tenant has never been given a key for this box and has to relay on the landlord to bring her mail. The landlord fails to do this on a regular basis and the tenant has had delays as long as six weeks when the landlords have been away. The tenant has a medical condition and receiving her mail on a regular basis is vital. The tenant has also found that the landlord appears to select which mail he gives her as there was an occasion when she was given at least three months worth of mail at one time.

The tenant testifies that after the landlord received the hearing package her husband came down to the tenants suite and told her that they were not going to give her any money back and that she had to get rid of her cat. The tenant has been paying extra rent in an agreement with the landlord to enable her to have a cat in the rental unit.

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Analysis

The tenancy agreement clearly states that cable services are included in the rental agreement. Therefore, as this service has been withdrawn the tenant has now had to pay for them directly. I find that the tenant is entitled to a Monetary Order to recover the cost of paying directly for this service for four months of \$244.92. As this service is no longer provided I also find that the tenant may reduce her rent by \$61.23 each month in compensation for the loss of this service.

I find that the landlord has not complied with the *Act* with regard to the tenants' access to the mail box. A tenant has a right to collect her mail on a daily basis and I Order the landlord to provide the tenant with a key to the mail box to allow her to do so pursuant to s.62(3) of the *Act*.

I find that despite written notice of a rodent problem the landlord has failed to respond to this and act accordingly to ensure the tenant's rental unit is maintained in a state of decoration and repair that complies with the health, safety and housing standards required by law pursuant to s. 32 of the *Act*. I order the landlord to take immediate and necessary steps to determine the problem with any rodents and to rectify this in compliance with the *Act*.

I find that the landlord has agreed to the tenant having a cat at the rental unit and has increased her rent by \$25.00 within the first year of her tenancy. The *Residential Tenancy Act* states that a landlord must not impose a rent increase for at least 12 months. She may however have asked for a pet damage deposit when she agreed to the tenant keeping a pet pursuant to s. 20(c)(ii). Therefore, I find that the landlord has breached s. 42(1) of the *Act* and must return to the tenant the amount of rent increase charged. As the landlord has agreed that the tenant may keep her cat in the rental unit this agreement can not be changed and I find the tenant is entitled to keep her cat.

Due to the above I find the tenant may revert back to the original amount of rent agreed on of **\$500.00**. This amount can be reduced for the loss of cable service starting in September, 2009 of **\$61.23**. Therefore, from September 2009 the tenants rent will be **\$438.77**. If the landlord wishes to increase the tenants rent for this year she must comply with the *Act* and give three



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months written notice for a rent increase and this must be calculated in accordance with the regulations pursuant to s. 42(2) and 43 of the Act.

Conclusion

I order the landlord to comply with the *Residential Tenancy Act* in regard to dealing with issues raised by the tenant about rodents in or around the rental unit to take effect immediately.

I also Order the landlord to comply with the Act and provide the tenant with a key to the mail box.

I order the tenant to reduce her rent to **\$438.77**. This reduction is for a loss of cable service and a reduction for the increase imposed on her for having a cat on the premises.

I Order the landlord to pay **\$244.92** to the tenant to recover the amount of money paid for cable services which were withdrawn for the months of May, June, July and August, 2009. I further Order the landlord to return to the tenant the overpayment of rent of **\$250.00**. A Monetary Order has been issued for **\$494.92**. A copy of it must be served on the landlord. If the amount of the order is not paid by the landlord, the Order may be filed in the Provincial (Small Claims) Court of British Columbia and enforced as an order of that court.

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: July 30, 2009.

Dispute Resolution Officer