



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

Dispute Codes      OLC, PSF, FF

### Introduction

This matter dealt with an application by the Tenant for an Order that the Landlords comply with the Act by providing services and facilities agreed to and to recover the filing fee for this proceeding.

The Tenant said he served the Landlords with the Application and Notice of Hearing (the “hearing package”) by registered mail on March 10, 2011. Section 90 of the Act says that a document delivered by mail is deemed to be received by the recipient 5 days later. Consequently, based on the evidence of the Tenant, I find that the Landlords were served with the Tenant’s hearing package as required by s. 89 of the Act and the hearing proceeded in the Landlords’ absence.

### Issue(s) to be Decided

1. Are the Landlords in breach of the Act by failing or refusing to provide services or facilities?

### Background and Evidence

This tenancy started approximately 3 years ago. Rent is 415.00 per month payable in advance on the 1<sup>st</sup> day of each month. The Tenant said that internet has always been included in his rent. The Tenant also claimed that the internet bill was in the Landlords’ name until approximately 2 years ago when they moved out of the rental property and asked him to put it in his name. The Tenant said he did so and the Landlords then reimbursed him for those charges.

The Tenant claimed that approximately 2 months ago, the Landlords advised him that they would no longer pay for internet service and demanded that he refund them their payments for the previous 2 years. To that end, the Landlords served the Tenant with a 10 Day Notice to End Tenancy for Unpaid Rent (in part) due to unpaid utilities (or internet charges) of \$1,204.80. In a previous hearing held on February 22, 2011, that Notice was cancelled. The Tenant said the Landlords have refused to reimburse him for the internet charges since February 2011.

### Analysis

Section 27(2) of the Act says that “a Landlord must not terminate or restrict a service or facility unless the Landlord gives the Tenant 30 days’ written notice and 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.”

In the absence of any evidence from the Landlords to the contrary, I find that internet services have been included in the Tenant’s rent since the beginning of the tenancy. Consequently, I also find that the Landlords cannot terminate this service without reducing the Tenant’s rent by an equivalent amount. As the Landlords have required the Tenant to put this bill in his name and now are refusing to reimburse him for it, ***I Order pursuant to s. 62(3) of the Act that commencing April 1, 2011 and for each month thereafter that the tenant is required to pay for internet service, the Tenant may deduct the amount of his monthly internet bill (which is currently approximately \$53.00 per month) from his rent. I also Order the Tenant to provide the Landlords with a copy of his internet service bill no later than the 1<sup>st</sup> day of each month as proof of the amount he is paying for that service.***

As the Tenant has been successful on this application, he is entitled pursuant to s. 72 of the Act to recover from the Landlords the \$50.00 filing fee he paid for this proceeding and I order that he may deduct that amount from his next (April) rent payment.

### Conclusion

The Tenant’s application is granted. The Tenant will be entitled to deduct from his April 2011 rent payment \$50.00 to reimburse him for the filing fee for this proceeding plus an additional \$53.00 (approximately) to reimburse him for his internet charges for April 2011. The Tenant will also be entitled to deduct internet charges for each and every month thereafter that he is required to pay for that service.

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: March 24, 2011.

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Residential Tenancy Branch