



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR, MNDC, OLC, PSF, RR

### Introduction

This is an application by the Tenant to cancel a notice to end tenancy for unpaid rent, a request for a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, have the Landlord comply with the Act, regulation or tenancy agreement, provide services or facilities required by law and to allow the Tenant to reduce rent for repairs, services agreed upon but not provided.

The Landlord applied for an adjournment of the original hearing date. The hearing date was scheduled within 14 days of filing the application. As it was the Landlord applying, I found that no bias would result in granting an adjournment to allow the Landlord to file her evidence. The Landlord's application for an adjournment was granted. The new hearing date was set and was re-convened.

Both parties attended the re-convened hearing by conference call and gave affirmed testimony.

At the beginning of the hearing it was confirmed by the Landlord that she accepted a rent payment from the Tenant and has withdrawn her notice to end tenancy for unpaid rent. As such, the Tenant's application to cancel a notice to end tenancy is cancelled.

### Issue(s) to be Decided

Is the Tenant entitled to a monetary order?

### Background and Evidence

This tenancy began on May 20, 2007 on a 1 year fixed term tenancy which later transitioned to a month to month basis as shown in the submitted signed tenancy agreement. The monthly rent is \$700.00 payable on the 1<sup>st</sup> of each month and a

security deposit of \$350.00 was paid on May 20, 2007. The signed tenancy agreement shows that cable vision and wireless internet were provided as part of the tenancy.

The Tenant states that he served the Landlord with the notice of hearing documents on March 4, 2011 by registered mail. The Landlord has confirmed receipt and has also sent her evidence. The Tenant has confirmed receipt of the Landlord's evidence.

The Tenant is claiming \$3,403.75 for two services that were illegally removed by the Landlord without notice nor compensation. The two services referred to is the cable vision and wireless internet. The Tenant states that the combined amount of \$98.50 per month is owing to him for the loss of these two services for approximately 46 months. The Landlord disputes this and has produced in her evidence exhibit #2 and #3, two letters from the Tenant over these same issues that were dealt with in July and August of 2007, proposing no rent reduction and in lieu of these two services that he be given laundry access and no additional charge for having an additional occupant in the rental unit. The Landlord states that laundry access was revoked in 2008 with the Tenant's consent in lieu of the Landlord pursuing eviction proceedings due to repeated late rent payments.

The Tenant is also claiming \$1,500.00 for loss of quiet enjoyment due to the Landlord's brother when he was acting as her agent to serve a 10 day notice to end tenancy for unpaid rent. The Tenant claims that the agent was illegally trying to change the locks and was stopped when the Tenant called the police. The Tenant also alleges an issue with a dead rat found in front of his door. The Tenant has no evidence to implicate the Landlord.

### Analysis

As both parties have attended the hearing by conference call and have confirmed receiving the others evidence, I am satisfied that both parties have been properly served.

Based upon the evidence provided by both parties, I find that I am not satisfied that the Tenant has proven his claims for the loss of cablevision and wireless internet services. As such, this portion of the Tenant's claim is dismissed.

The Tenant has not provided any evidence to support his claim of loss of quiet enjoyment. Although the Landlord does not dispute her agent attended the residence with a power tool in an attempt to change the locks, I find that this was an isolated incident which the Tenant has confirmed in his direct evidence. The Tenant has offered

no evidence to suggest that there were any other issues that occurred. As such, I dismiss this portion of the Tenant's application.

Conclusion

The Tenant's application is dismissed.

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: April 06, 2011.

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Residential Tenancy Branch