



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

*CNR, MT, ERP, OLC, MNDC, PSF, LRE, RR*

### **Introduction.**

This hearing dealt with an application by the tenant, pursuant to the *Residential Tenancy Act*, for an order to cancel a ten day notice to end tenancy and for more time to do so. The tenant also applied for an order directing the landlord to carry out emergency repairs, for the landlord to provide services, to reduce rent and to comply with the *Act*. The tenant has applied for an order to set conditions on the landlord's right to enter the rental unit.

The notice of hearing was served on the landlord on September 14, 2012, by registered mail. The tenant provided a tracking number and proof of receipt by the landlord. Despite having been served the notice of hearing, the landlord did not attend the hearing. The tenant attended the hearing and was given full opportunity to present evidence and make submissions.

During the hearing it was determined that the notice to end tenancy was dated September 02, but served on the tenant by taping it to her door on September 10, 2012. The tenant provided proof of having paid all outstanding rent on September 03, 2012, which is within five days of the date of the notice. Accordingly, the notice to end tenancy for unpaid rent is set aside and the portion of the tenant's application to cancel it and for more time to do so is dismissed.

The tenant also stated that at the time of the hearing there were no emergency repairs that needed to be done by the landlord.

### **Issues to be decided**

Has the landlord fulfilled his responsibilities as a landlord with regard to maintenance, repairs and providing services? Is the tenant entitled to a reduction in rent?

### **Background and Evidence**

This month to month tenancy started on May 06, 2012. The monthly rent is \$600.00 payable on the first of each month. The rental unit is located in the basement of the landlord's home. The landlord lives upstairs.

The mail for this address is deposited into a community mailbox. The landlord has a key to his mailbox. The tenant receives mail at this address in the community mail box but has no access to the locked box and relies on the landlord to deliver her mail to her.

These parties have been in arbitration before. On June 08, 2012, the landlord was ordered by the Arbitrator to deliver or make arrangements to deliver the tenant's mail to her no later than one day after it is received in the community mailbox.

On July 27 at a subsequent hearing, the parties came to an agreement with the assistance of an Arbitrator. The terms of this agreement that are relevant to this case include:

- The landlord will erect a mailbox outside the landlord's residence
- Internet is included in the rent
- The tenant will pay rent on the first day of each month by delivering it to the landlord at the landlord's residence between the hours of 4:00 p.m. and 8:30p.m., and if no one is at home, the tenant will leave the rent in the landlord's mailbox.

The tenant stated that the landlord has not yet installed a mailbox and has not complied with the term of the agreement that requires him to be available on the first day of each month between the stated hours. The tenant testified that she has had problems trying to get in touch with the landlord as he does not open the door even when he is home. The tenant is claiming \$50.00 per month as compensation for the inconvenience she has suffered for the months of July, August, September and October for a total of \$200.00

The tenant also testified that the landlord has refused to give her access to the internet. The tenant has purchased equipment in the form of a data stick and pays a monthly rate of \$33.60 to gain access to the internet. The tenant is claiming a total of \$240.00 from the landlord for the cost of the equipment and the monthly charge.

The tenant also stated that the landlord knocks on her door at all times of the day and night and has requested an order directing the landlord to provide at least 24 hours notice in writing prior to wanting entry to the rental unit.

### **Analysis**

Based on the undisputed testimony of the tenant, I find that the landlord did not keep his part of the agreement to install a mailbox and provide the tenant with access to the internet. Therefore I find as follows:

### Access to the internet

The tenant incurs a monthly expense of \$33.60 for the cost of access to the internet. Since internet is included in the rent and the landlord has refused to provide the tenant with the password to gain access to the home wi fi, I find that the landlord must bear this cost. Since this agreement was made on July 27, 2012 and the tenant has filed proof of payment, I find that the tenant is entitled to the cost of internet for the months of August, September and October for a total of \$100.80. The tenant may reduce rent in the amount of \$33.60 from November on, until the landlord provides the tenant with access to the internet. The tenant must bear the cost of purchasing the equipment to access the internet.

### Mailbox

The landlord was required to install a mailbox at the residence and provide the tenant with her personal mail within one day of the mail being received in the community mailbox. The landlord has not done so. In addition the tenant was unable to contact the landlord on the days and times as per the agreement. The tenant has claimed \$50.00 per month as compensation. I find this excessive and I grant the tenant \$20.00 per month effective August 2012 as compensation for the inconvenience and the cost of getting certified rent cheques to the landlord.

I award the tenant \$60.00 for the months of August, September and October and grant the tenant a rent reduction of \$20.00 per month until the landlord complies with the term of the agreement that requires him to install a mail box at the residence. The tenant may also consider the option of sending the rent cheque by registered mail if necessary.

### Conditions on the landlord's right to enter the rental unit

I order the landlord to comply with section 29 of the *Residential Tenancy Act*. This section states that a landlord must not enter a rental unit unless the tenant gives permission or the landlord provides at least 24 hours written notice which includes the purpose for entering the unit and the date and time of entry which must be between 8a.m. and 9 p.m.

Overall the tenant has established a claim of \$100.80 for the loss of the internet plus \$60.00 for the lack of a mailbox for the three months of August, September and October. The tenant may make a onetime deduction of 160.80 off rent for November 2012.

In addition, for every month that the tenant does not have internet or a mailbox, the tenant may make a deduction of \$53.60. Once these services are available to the tenant, the rent will return to \$600.00 per month.

**Conclusion**

The tenant will pay a reduced rent for November in the amount of \$439.20.

If the tenant does not have access to the internet in November and the landlord has not installed a mailbox, the tenant may make a deduction of \$53.60 off rent due on December 01 and pay the amount of \$546.40.

The reduced rent will continue until the landlord provides internet and a mailbox.

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: October 17, 2012.

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Residential Tenancy Branch