



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes mndc, olc, psf

Introduction

The tenant applies for an order that the landlord restore internet service, and for a monetary award that for loss of quiet enjoyment of the premises related to the shutting off of electricity, the loss of internet service, and unfounded complaints by the landlord to the Children's Ministry regarding the safety of his daughter.

Issue(s) to be decided

1. Is it appropriate to order the landlord comply with the Act or the tenancy agreement, and restore internet service to the tenant?
2. Is the tenant entitled to a monetary award for loss of quiet enjoyment?

Background and Evidence

This tenancy began on or about January 1, 2012. Rent is \$600.00 per month, payable on the first day of each month.

The tenant alleges the purpose of renting these premises is to have a two bedroom home that will accommodate having his daughter live with him. He contends that while initially supportive, the female landlord failed to attend a court hearing, to support an affidavit she had sworn in support of the tenant and subsequently, the female landlord has made unfounded accusations to the Children's Ministry, all of which have jeopardized his arguments as to his fitness as a parent. The tenant further contends that the landlord turned off his electricity on September 1, 2014, and it was not restored for 16 days. The tenant further contends that internet service was offered to him throughout the tenancy, by way of giving him the password code to the landlord's access to internet service. That service was lost to the tenant September 1, and never restored.

The landlord acknowledges she has concerns about the welfare of the tenant's daughter, and has raised these with the Children's Ministry. The landlord denies having shut off the electricity, and submits that internet service was never a condition of the tenancy.

Analysis

There are three issues I must deal with: the provision of electricity, the provision of access to internet, and the issue of the landlord's complaints to the Ministry.

I accept the testimony of the tenant that his electricity was turned off on September 1, and restored 16 days later. In this regard I prefer his testimony over that of the landlord. I accept that

the electricity can be controlled by the breaker box in the landlord's portion of the home, and that the landlord or a family member of the landlord wrongfully turned off the electricity. This is clearly a required service to be provided by the landlord, and the denial of the electricity was a breach of the landlord's obligations under the tenancy agreement and the Act. The tenant acknowledged he continued to reside in the premises therefore still benefitted from some use of the premises. I therefore assess the loss of quiet enjoyment to be 50% of the rent. The daily rent when prorated is \$20.00 per day, and 50% of that sum for 16 days totals \$160.00. This sum is awarded to the tenant.

I accept the testimony of the landlord that the provision of internet was not a term of the tenancy agreement. Given the very personal nature of the internet access that involved the landlord's password, it is reasonable that the landlord unilaterally permitted the tenant to have access, but retained at all times the right to terminate that access. No compensation is awarded, and no order made to restore the internet access.

The very troubling aspect of this claim is the issue regarding the tenant's daughter. Clearly the tenant is most upset over any involvement by the landlord that could potentially interfere with his right of access to his daughter. I have determined however, that the tenant's concern about the conduct of the female landlord is not an issue that pertains to their landlord-tenant relationship. I make no determination as to whether the landlord's complaints are accurate or inaccurate, that is for the Children's Ministry to determine. However, I find it has not been proven that the complaints by the landlord were done for the purpose of harassing the landlord or his daughter. I accept as genuine the landlord's submissions that she made the complaints because of her concern about the welfare of the tenant's daughter. I further note that the nature of the tenant's submissions is more in the nature of a request for punitive damages rather than a breach of a covenant in the tenancy agreement. I have no authority to make an order for punitive damages under the Act. For these reasons I conclude that this issue is not one that lies within my jurisdiction, and I decline to make the sizeable monetary award sought by the tenant.

Conclusion

The tenant is awarded the sum of \$160.00. The landlord must pay this sum to the tenant, or alternatively the tenant may deduct this sum from rent or other monies owed to the landlord.

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 30, 2014

