



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, MNDC, OLC, LRE, FF, O

Introduction

This hearing was convened by way of conference call concerning an application made by the tenants seeking an order cancelling a notice to end the tenancy for cause; for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement; for an order that the landlords comply with the *Act*, regulation or tenancy agreement; for an order suspending or setting conditions on the landlords' right to enter the rental unit; and to recover the filing fee from the landlords for the cost of the application.

Both landlords and both tenants attended the hearing and the landlords were represented by an agent. The tenants, the landlord's agent and one of the landlords each gave affirmed testimony. The parties were given the opportunity to discuss settlement and to question each other and the witnesses.

No issues with respect to service or delivery of documents or evidence were raised, and all evidence provided by the parties has been reviewed and is considered in this Decision.

Issue(s) to be Decided

- Have the landlords established that the notice to end the tenancy for cause was issued in accordance with the *Residential Tenancy Act*?
- Have the tenants established a monetary claim as against the landlords for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and more specifically for loss of laundry facilities and internet service?

- Have the tenants established that the landlords should be ordered to comply with the *Act*, regulation or tenancy agreement, specifically to provide the tenants with a copy of the tenancy agreement?
- Have the tenants established that the landlords' right to enter the rental unit should be suspended or allowed conditionally?

Background and Evidence

The landlords' agent testified that this fixed term tenancy began on November 9, 2015 and reverts to a month-to-month tenancy after the first year. At least 1 of the 2 tenants still resides in the rental unit. Rent in the amount of \$900.00 per month was payable on the 9th day of each month, however was decreased to \$870.00 per month effective January, 2016 to assist the tenants' financial situation. At the outset of the tenancy the landlords collected a security deposit from the tenants in the amount of \$900.00, \$450.00 of which was returned to the tenants by collecting a lesser amount of rent for February, 2016. There are currently no rental arrears and the landlords still hold the \$450.00 security deposit. No pet damage deposit was collected, and a copy of the tenancy agreement has been provided.

The landlords' agent further testified that the tenants were served with a document entitled 1 Month Notice, which was a typewritten form prepared by the landlords dated February 11, 2016, a copy of which has been provided. The landlords found out that a specific form was required so a notice in the approved form was served, but a copy has not been provided.

The landlords' agent also testified that the landlords deny any illegal entry into the rental unit and only inspected the rental unit once with written notice to the tenants prior. The tenants also allowed a landlord entry to change a lock on a door.

The landlords' agent also testified that the tenants requested a copy of the tenancy agreement, which the landlords provided to one of the tenants.

The landlord testified that the hydro bill was extremely high, and the landlords have provided a bill as well as photographs of flood lights that the landlord testified that the tenants leave on day and night, abusing the hydro. When the landlords agreed to reduce rent, the tenants agreed that they would not use the laundry. Laundry and hydro had been included in the rent, but not internet or cable. The landlords have internet and as a courtesy gave the passcode to the tenants so they could access the internet, but as a courtesy only, and not a term of the tenancy agreement.

The first tenant testified that when the tenants looked at the rental unit on November 8, 2015 the landlord said that cable was not included, but internet and utilities, as well as laundry 2 days per week were included in the \$900.00 per month rent. The landlord terminated the laundry use saying the tenants used it too much and complained about over-usage.

On December 5, 2015, one of the landlords and her daughter told the tenants that they wanted the tenants to move out, the security deposit would be returned, and laundry was reduced to Tuesdays only with a 2 load limit. The other option offered was to not do laundry at the rental unit and rent would be reduced to \$30.00. The tenant chose the 1 day per week for laundry. On December 9, 2015 the tenants paid \$900.00 for rent and the landlord returned \$30.00 telling the tenants to use the laundromat.

On February 10, 2016 the landlords changed the password on the Wi-Fi so the tenants were no longer able to use the internet. No prior notice was given to the tenants.

With respect to the tenants' application for an order that the landlords comply with the *Act*, regulation or tenancy agreement, the tenant testified that the tenants had requested a copy of the tenancy agreement but didn't receive it until the tenants received the landlords' evidentiary material for this hearing.

The tenant testified that in an attempt to be cooperative with the landlords the tenants continued to pay \$870.00 per month for rent, and then realized that the laundry expenses were more. Also provided is an advertisement for the local laundromat showing costs for use of machines as follows:

- 6-load machines \$7.25;
- 4-load machines \$5.25;
- 3-load machines \$3.25;
- 2-load machines \$2.25; and
- Dryers are \$.25 for 5 minutes.

The tenants claim \$60.50 per month for December, 2015 through March, 2016, or \$242.00, less the \$30.00 rent reduction for those months. The tenants also claim \$63.00 for each of the months of February and March, 2016 for loss of use of the internet. A copy of an internet provider advertisement has been provided with notes explaining the cost without bundling with another service. The cost is \$63.00 per month. The tenants' total monetary claim is \$248.00.

Although the landlords didn't always give notice to attend the rental unit, the tenants allowed the landlords in.

The second tenant testified that the landlord has cut off the tenants' ability to look for a new place to live when the landlords changed the Wi-Fi password. It would cost the landlords nothing to give the new password to the tenants.

Analysis

Firstly, with respect to the tenants' application for an order cancelling the notice to end the tenancy, the *Residential Tenancy Act* states that in order to be effective the notice must be in the approved form. The notice before me, which is the notice disputed by the tenants, is not in the approved form, and I therefore cancel it. The landlords' agent testified that the tenants were served with a 1 Month Notice to End Tenancy for Cause, however I have no copy of that notice and the tenants have not disputed it in the application before me. I make no findings of fact or law with respect to that notice.

With respect to the tenants' application for an order that the landlords comply with the *Act*, regulation or tenancy agreement, although the tenants are not satisfied that the tenancy agreement provided in the landlords' evidentiary material is the entire agreement signed by the parties, I see no reason to find that the landlords have provided fraudulent evidence. The tenants now have a copy of the tenancy agreement, and I dismiss that portion of the tenants' application.

A landlord is entitled to enter a rental unit without giving prior written notice if the tenant allows it. I am satisfied that the tenants have allowed the landlords entry on all occasions that the landlords entered without prior written notice to the tenants, and the tenants' application for an order suspending or setting conditions on the landlords' right to enter the rental unit is dismissed.

With respect to the tenants' monetary claim, I find that the parties agreed to a reduction in rent. The tenants cannot agree to a term, orally or not, and then claim against the landlords for monetary compensation when they find out it wasn't as lucrative as they thought. Therefore, the tenants' claim for laundry expenses cannot succeed.

With respect to the internet, although it is not contained in the tenancy agreement, the landlords provided it at the beginning of the tenancy without charge and cannot change that arrangement unilaterally. I find that the tenants have established a claim in the amount of \$126.00, and I order the landlords to reinstate the internet service.

Since the tenants have been partially successful with the application, the tenants are also entitled to recovery of the \$100.00 filing fee. I order that the tenants be permitted to reduce rent for a future month by \$226.00 or may otherwise recover that amount from the landlords.

Conclusion

For the reasons set out above, the 1 Month Notice dated February 11, 2016 is hereby cancelled and the tenancy continues.

I hereby grant a monetary order in favour of the tenants as against the landlords pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$226.00, and I order that the tenants be permitted to reduce rent for a future month by that amount or may otherwise recover it.

I further order the landlords to reinstate the internet service.

The tenants' application for an order that the landlords comply with the *Act*, regulation or tenancy agreement is hereby dismissed.

The tenants' application for an order suspending or setting conditions on the landlords' right to enter the rental unit is hereby dismissed.

These orders are final and binding and may be enforced.

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 30, 2016

Residential Tenancy Branch