



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FF, MNDC, OLC, PSF, RR

### Introduction

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. An order for a monetary order in the sum of \$200
- b. An order that the landlords provide services or facilities required by the tenancy agreement or law.
- c. An order for the reduction of rent for repairs, services, or facilities agreed upon but not provided

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Application for Dispute Resolution/Notice of Hearing was served on the landlords by mailing, by registered mail to where the landlords reside on June 24, 2016.

### Preliminary Matter:

The landlords filed a document using the same file number as the tenant which appeared to be a counterclaim. The landlords failed to properly file an Application for Dispute Resolution and pay the filing fee. As a result the matters raised in that document cannot be considered in this hearing.

### Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to a monetary order and if so how much?
- b. Whether the tenant is entitled to an order for the reduction of rent and if so how much

- c. Whether the tenant is entitled to an order that the landlord provide a mailbox for her own use?

### Background and Evidence

The parties entered into a 6 month fixed term tenancy agreement that provided that the tenancy would start on March 5, 2016, end on September 1, 2016 and become month to month or for another fixed term after that. The rent was \$1300 per month. The tenant testified she paid a security deposit of \$700.

The tenancy agreement included a clause that the landlord was to provide high speed internet for the remainder of the 6 month contract. There was another term to the effect the rent was to be adjusted by \$35 for internet charges.

The landlord failed to provide the high speed internet. The tenant obtained her own high speed internet. The landlord reimbursed the tenant \$35 for month for two months. The tenant has deducted \$35 a month for May, June and July. She seeks an order that she is entitled to do that and that she be permitted to deduct the \$35 for August 2016.

### Analysis

I determined the tenant is entitled to an order that the rent be reduced by \$35 per month for the period March ending August 31, 2016. The tenancy agreement required that the landlord provide high speed internet and identified this as a charge that can be deducted. The landlord reimbursed the tenant the sum of \$70 for the first 2 months. The tenant was entitled to deduct the \$35 from the rent for the months of May, June and July as she has. Further, I ordered that the tenant is entitled to deduct the \$35 from the rent for the month of August. The tenancy agreement provides that this deduction is limited to the 6 month fixed portion on the tenancy agreement. Thus the tenant is not entitled to deduct this sum after the 6 month fixed term period.

The tenant sought an order that she have exclusive use of the mailbox. At the present time the mail box is share by the landlord and another family. Initially the tenant told the landlord she did not need the mailbox at all. She subsequently changed her mind and has taken the position that she is entitled to the exclusive use of the mailbox. After carefully considering all of the evidence I determined the tenant failed to prove that she is entitled to the exclusive use of the mailbox. However, she is entitled to have a key and is entitled to share use of it.

### Conclusion

In summary I determined the tenant is entitled to a \$35 reduction in the rent for the 6 months of the fixed term ending on August 31, 2016. The tenant either been reimbursed or has deduced this sum for the first 5 months. I ordered that the tenant is entitled to a \$35 reduction for August 2016. I further ordered that the tenant is entitled to the share use of the mailbox and that the landlords provide the tenant with a key if they have not already done so. All other claims in the application are 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: July 31, 2016

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Residential Tenancy Branch

