



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CASCADIA APARTMENT RENTALS LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes            OLC, RR, FF

### Introduction

This matter dealt with an application by the Tenants for the Landlord to comply with the Act, regulations and tenancy agreement, for a rent reduction, and to recover the filing fee for this application.

The Tenant said he served the Landlord with the Application and Notice of Hearing (the “hearing package”) by personal delivery on February 2, 201. Based on the evidence of the Tenants, I find that the Landlord was served with the Tenants’ hearing package as required by s. 89 of the Act and the hearing proceeded with both parties in attendance.

### Issues(s) to be Decided

1. Has the Landlord complied with the Act, regulations and tenancy agreement?
2. Are the Tenants entitled to a rent reduction?

### Background and Evidence

This tenancy started on August 1, 2004 as a one year fixed term tenancy. After the expiry date of the fixed term the tenancy continued on a month to month basis. Rent is \$1,669.00 per month payable on the 1<sup>st</sup> day of each month. The Tenant paid a security deposit of \$675.00 at the start of the tenancy. The Tenant said a move in condition inspection report was completed on move in. During the hearing it was discovered the male Tenant was on the tenancy agreement as an occupant not as a tenant. The occupant J.L. said he would act as the Tenant’s agent for the hearing. .

The Tenant’s agent said there are two issues in their application the first is that the Landlord has not complied with the Act in issuing a Notice of Rent Increase and the second issue is the tenancy has been devalued because the intercom system did not work for approximately 16 months. The Tenant’s agent said they are requesting a rent reduction of \$465.00 for the period that the intercom was not working.

The Tenant’s agent continued to say that the date on the Notice to Increase Rent is December 19, 2017 and the Notice was served to him on December 27, 2017. The Tenant’s agent said the dates are not the same therefore the Notice is in error and invalid. The Tenant’s agent said there were two other minor errors on the Notice as well. The first was his name was spelled

with a lower case letter "b" and it should be spelled with a capital "B". The second error is that the postal code is incorrect.

The Landlord said the Notice to Increase rent is dated correctly and the 3 month effective rent increase date of April 1, 2017 is correct on the Notice. The Landlord said the date the Notice was signed was December 19, 2017 and the date it was served was December 27, 2017. Both these dates are in December 2017 which makes the rent increase valid for April 1, 2018.

Further the Landlord said the error on the postal code would only be valid if the Notice was mailed to the Tenant and the Tenant did not receive the Notice because the postal code was incorrect. The Landlord said the Notice was served to the Tenant in person on December 27, 2017.

The Tenant's agent agreed the Notice was served to them on December 27, 2017.

The Landlord said as the Tenant's agent is an occupant and he is not a Tenant the spelling of his name may not be material. The Landlord continued to say that previous Notices of Rent Increase were made out the same as this Notice and the Tenant and the Occupant did not contest them.

The Occupant J.L. said he pays half the rent so he thought he was a tenant.

The Landlord's continue to say there were problems with the intercom in the Tenant's building and they have had 3 to 4 appointments with repair persons to fix the intercom problem. The Landlord agreed the intercom problem started in August 2016 and the system was replaced in December, 2017. The Landlord said they put a sign up directing people to use the other intercom system in an adjoining building that gave service to both buildings. The Landlord said the problem was intermittent so the intercom worked some of the time and not others. The landlord submitted to letters from other tenants supporting this testimony.

The Tenant said he did not see any signage about the intercom and the intercom never worked for him during the entire 16 months. The Tenant continued to say the Landlord told him about the other intercom system and he tried to use it, but it was very inconvenient for him, his partner and their guests.

The Landlord said they provided photographs of the two buildings and two letters from other tenants about using the intercom in the adjacent building. The Landlord agreed there were problems with the intercom in the Tenant's building but they tried to repair it in a timely manner and they gave a workable alternative to the tenants to use the intercom in the adjacent building as it worked for both buildings.

The Tenant said he did not receive any written correspondence about using the other buildings intercom and he only started to use the intercom in the other building in December, 2017. The Tenant said having no intercom was very inconvenient and it devalued their tenancy. The Tenant said he looked up other decisions and found that the loss of an intercom was valued at between \$20.00 to \$50.00 per month that the intercom did not work. The Tenant said he is

requesting 15 months at \$30.00 and one month at \$15.00 as he did use the other buildings intercom.

The Landlord said in closing the intercom is fixed and they provided an alternative intercom system that although wasn't quite as convenient it did work for both buildings.

The Tenant's agent said in closing that the intercom in their building did not work for 16 months and this devalued the tenancy. The Tenant's agent requested \$465.00 in rent reductions for the loss of use of the intercom system. The Tenant's agent added that the Landlord has not provided any proof that they tried to fix the intercom system.

### Analysis

Although this is a long standing tenancy that both parties said they want to continue, it appears there are issues between the Tenant, the Tenant's Occupant and the Landlord. I would encourage both parties to try to improve communications so that the tenancy can continue with good relationships. With regard to the Tenant's application both parties will abide by the following decision.

First I have reviewed the Notice of Rent Increase dated December 19, 2017 and I find the Tenant is named correctly. Further the Notice is signed on December 19, 2017 and the Landlord and Occupant agree it was served on December 27, 2017. This is in compliance with the Act and regulation. Further the effective date of April 1, 2018 is correct for the rent increase. I find the Notice of Rent Increase dated December 19, 2017 is correct and valid. The rent increase indicated by the Notice is valid and effective on April 1, 2018. The Tenant's claim the Landlord has not complied with the Act, regulations and tenancy agreement is dismissed without leave to reapply.

With regard to the Tenant's claim of \$465.00 for a rent reduction made up of \$30.00 per month for 15 months and \$15.00 for one month for the intercom in their building not working: I accept the tenancy was devalued by the inconvenience of not having a working intercom in the building. Further I accept the Landlord's testimony and evidence that they tried to repair the intercom, they put up, out of order signs at the intercom, and eventually replace the system in December 2017. In addition I accept the Landlord provided an alternative intercom system, that although was not as convenient, it did work for both buildings. The question is how much was the tenancy devalued by the intercom not working. The Tenant was inconvenienced but the

Landlord did provide an intercom service in the connecting building. I find that the intercom service was provided but not as agreed in the original tenancy agreement so the tenancy was devalued by the inconvenience for the Tenant and the Occupant. I award the Tenant \$15.00 for 15 months and \$7.50 for one month. I order the Tenant to reduce the next rent payment by  $\$15.00 \times 15 \text{ months} = \$225.00$  plus \$7.50 for one month for a total of \$232.50.

As the Tenant has only partially successful in this matter I Order the Tenant to bear the cost of the filing fee of \$100.00 that has already been paid.

### Conclusion

I Order a onetime rent reduction of the \$232.50.

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 28, 2018

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Residential Tenancy Branch