



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      RR, PSF, OLC, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant to reduce rent for services agreed upon but not provided, to order the landlord to provide service agreed upon but not provided, to have the landlord comply with the Act, and to recover the cost of the filing fee.

The tenant attended the hearing. As the landlord did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered.

The Residential Tenancy Branch Rules of Procedure states that the respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The tenant testified the Application for Dispute Resolution and Notice of Hearing were sent by registered mail sent on March 29, 2018, a Canada post tracking number was provided as evidence of service.

Section 90 of the Act determines that a document served in this manner is deemed to have been served five days later. I find that the landlord has been duly served in accordance with the Act.

### Issues to be Decided

Is the tenant entitled to a rent reduction for services not provided?  
Should the landlord be ordered to provide services, agreed upon?  
Should the landlord be ordered to comply with the Act?

### Background and Evidence

The tenancy began in March 2007. Rent in the amount of \$750.00 is payable on the first of each month. The tenant testified that their current landlord purchased the property in 2016.

The tenant testified that there was a prior hearing held on January 23, 2018, which granted the tenant a rent reduction for the loss of cablevision and internet. The tenant stated that they were granted a rent reduction of \$95.00 per month; however, they

discovered that they should have been seeking a higher rent reduction, as the amount they requested was a three (3) month special rate. The tenant seeks a rent reduction in the total amount of \$120.00.

The tenant testified that for the past ten (10) years they have had unrestricted access to collect their mail that was in a common mailbox. The tenant stated in January 2018, the landlord replaced the mailbox, which opens with a key. The tenant stated the landlord refused to provide them with a key and now they get their mail only when the landlord gives it to them. The tenant stated that they want unrestricted access to the mailbox.

The tenant testified that the landlord is also harassing them by serving them with false documents, such as providing them with an invoice alleging they are responsible for their business loss for the rental unit. Filed in evidence are copies of documents supporting the tenant's claim.

#### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The tenant seeks to change the amount of a rent reduction that was already granted at a previous hearing. I find that due to the legal principal of Res judicata, I cannot grant the tenant's request to hear the issue of the rent reduction relating to the cablevision and internet as this matter was already heard and decided upon at the hearing of January 23, 2018. I have noted the file number on the covering page of this decision.

I accept the tenant had ten (10) years of unrestricted access to the common mailbox. The landlord has now changed the mailbox denying the tenant access and the tenant now must rely upon the landlord to give them their mail.

#### **Terminating or restricting services or facilities**

- 27** (1) A landlord must not terminate or restrict a service or facility if
- (a) the service or facility is essential to the tenant's use of the rental unit as living accommodation, or
  - (b) providing the service or facility is a material term of the tenancy agreement.
- (2) A landlord may terminate or restrict a service or facility, other than one referred to in subsection (1), if the landlord
- (a) gives 30 days' written notice, in the approved form, of the termination or restriction, and

(b) reduces the rent in an amount that is equivalent to the reduction in the value of the tenancy agreement resulting from the termination or restriction of the service or facility.

The landlord has terminated the tenant's access to the mailbox. The landlord did not terminate this service, in accordance with the Act. I find the landlord has breached section 27(2) of the Act.

In this case the tenant's seeks unrestricted access to the mailbox. Therefore, **I Order the landlord to provide a key to the mailbox to the tenant no later than May 18, 2018.** Should the landlord fail to comply with my order, the tenant is at liberty to apply for a rent reduction in an amount that is equivalent for the loss of service.

**I further Order the landlord to cease harassing the tenant and serving the tenant documents that are false, such as the invoice dated March 26, 2018. This is a residential tenancy, not a commercial tenancy.**

**I further Order the landlord that if they want to served documents, in person, to the tenant that are related to the residential tenancy they must do so between the hours of 8:00 am and 7:00 pm daily.** Should the landlord continue to harass the tenant, the tenant may be at liberty, to seek further compensation.

As the tenant was successful with their application, I find the tenant is entitled to recover the cost of the filing fee. Therefore, I grant the tenant authorization to deduct the amount of \$100.00, from one (1) future month rent payable.

#### Conclusion

The tenant's application is granted.

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: May 04, 2018

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Residential Tenancy Branch