



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: OLC, MNDCT, RP, RR, FFT

### **Introduction:**

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

- a. An order that the landlord comply with the Act, Regulations and/or tenancy agreement.
- b. A monetary order in the sum of \$1834.24 for the reduced value of the tenancy.
- c. A repair order
- d. An order for the reduction of rent for repairs services or facilities agreed upon but not provided.
- e. An order to recover the cost of the filing fee.

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 personally served on the landlords on October 4, 2019. With respect to each of the applicant's claims I find as follows:

### **Issues to be Decided:**

The issues to be decided are as follows:

- a. Whether the Tenant is entitled to an order that the landlord comply with the Residential Tenancy Act, Regulations and/or tenancy agreement?
- b. Whether the Tenant is entitled to a monetary order and if so how much?
- c. Whether the Tenant is entitled to a repair order?
- d. Whether the Tenant is entitled to an order for the reduction of rent for repairs, services or facilities agreed upon but not provided?
- e. Whether the Tenant is entitled to recover the cost of the filing fee?

### **Background and Evidence:**

The tenancy began on October 1 2012. The present rent is \$675 per month payable in advance on the first day of each month. The tenant paid a security deposit of \$375 at the start of the tenancy.

The tenant gave the following evidence:

- Cablevision was a service included with the rent in the tenancy agreement.
- On October 10, 2019 the cable for the rental property was cut off without giving the tenants sufficient notice.
- The landlord subsequently wrote a letter to the tenants advising them of options which included deducting the cost of fair market cablevision from their rent.
- He contacted Shaw Cable and obtained cablevision for the same channels that he had prior to the cancellation at a cost of \$82.25 per month. He has paid for the months on October and November 2019.
- In late September and other rental units around him began experiencing a bedbug problem. He immediately advised the landlord. The landlord response to this problem was not satisfactory. His rental unit has been sprayed a number of times but the problem persists.
- He has dealt with the problem by having his clothes laundered, throwing away and replacing his bedding, purchasing and using bed bug spray, throwing away a headboard and replacing it etc.

The landlord gave the following evidence:

- The amount claimed by the tenant for the replacement cablevision is excessive. The landlord told the tenants they could deduct \$25 a month for the loss of this service. The lease does not identify which cable package the landlord must provide. The landlord is in the process of negotiating with the cablevision company about purchasing a bulk cablevision package for the building.
- Their usual pest control company was away when the tenant first reported the bedbug problems which lead to a delay.
- The landlord obtained the services of another company.
- They have brought in 3 pest control companies to treat the problem in the tenant and other units including treatment on October 3, 5, 10, and 16.
- One of the problems experienced was that the pest control company had to wait a period of time before they sprayed chemicals a second time.

### The Law

#### Tenant Application for a Reduction of Rent for loss of Cablevision - Analysis

Section 27 of the Residential Tenancy Act provides as follows:

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.

Both parties failed to provide a copy of the tenancy agreement for the hearing. However, I accept the evidence of the tenant that cable vision was included in the rent. Further I determined that the tenant was entitled to a comparable package that he had prior to the cancellation even though they may have been less expensive packages.

I determined the comparable package purchased by the tenant cost \$82.25 per month. The claim for reimbursement of this sum for the months of October and November will be dealt with below. I determined the tenant is entitled to deduct from the rent the sum of \$82.25 per month commencing December 1, 2019 and on the first of each month thereafter until the landlord purchases a cablevision package that is comparable to what the tenant received prior to the cancellation.

Tenant Application for a Repair Order and Compensation caused by the presence of bedbugs:  
Section 32 of the Residential Tenancy Act provides as follows:

Landlord and tenant obligations to repair and maintain

32 (1) A landlord must provide and maintain residential property in a state of decoration and repair that

(a) complies with the health, safety and housing standards required by law, and

(b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

Policy Guideline #16 includes the following:

## **16. Compensation for Damage or Loss**

### **B. DAMAGE OR LOSS**

Damage or loss is not limited to physical property only, but also includes less tangible impacts such as:

- loss of access to any part of the residential property provided under a tenancy agreement;
- loss of a service or facility provided under a tenancy agreement;
- loss of quiet enjoyment (see Policy Guideline 6);
- loss of rental income that was to be received under a tenancy agreement and costs associated; and
- damage to a person, including both physical and mental.

### **C. COMPENSATION**

The purpose of compensation is to put the person who suffered the damage or loss in the same position as if the damage or loss had not occurred. It is up to the party who is claiming compensation to provide evidence to establish that compensation is due. In order to determine whether compensation is due, the arbitrator may determine whether:

- a party to the tenancy agreement has failed to comply with the Act, regulation or tenancy agreement;
- loss or damage has resulted from this non-compliance;
- the party who suffered the damage or loss can prove the amount of or value of the damage or loss; and
- the party who suffered the damage or loss has acted reasonably to minimize that damage or loss.

I determined there is a bedbug problem in the rental property and that it is the landlord's responsibility to remediate the problem. I accept the evidence of the tenant that he is still finding bedbugs. I determined the problem has not been completely remediated. I ordered that the landlord continue the bedbug treatment to the rental unit.

With regard to each of the tenant's monetary claims I find as follows:

- a. The tenant claimed the sum of \$280.80 for the cost of laundry. However, he was not able to produce receipts to prove this sum. I determined the tenant is entitled to the sum of \$102.60 for the cost of laundry as evidenced by the receipts produced.
- b. I determined the tenant is entitled to the sum of \$41.88 for the cost of bedbug spray as evidenced by the receipt produced.
- c. I determined the tenant is entitled to \$104 for the cost of replacing his bedding.

- d. The tenant has health problems and needs help in dealing with these issues. I determined the tenant is entitled to \$140 for the cost of paying helpers to do the laundry and assist in making his rental unit ready to receive treatment from the pest control company.
- e. I determined the tenant is entitled to \$70.90 for the cost of replacing a headboard for his bed.
- f. I determined the tenant is entitled to \$227.70 for the cost of two nights in a motel while his rental unit was being treated.
- g. The tenant sought reimbursement of one months rent. I determined the amount claimed is excessive and not supported by the evidence. I determined the tenant is entitled to \$200 for the reduction of rent caused by the bedbug problems.
- h. I determined the tenant is entitled to \$164.50 for the cost of replacement cablevision caused by the cancellation of the cable for the building.

Monetary Order and Cost of Filing fee

I ordered the landlord(s) to pay to the tenant the sum of \$1051.58 plus the sum of \$100 in respect of the filing fee for a total of \$1151.58 such sum may be deducted from future rent..

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order of that Court.

Conclusion:

In conclusion I ordered as follows:

- The tenant shall be entitled to deduct from the rent the sum of \$82.25 per month commencing December 1, 2019 and on the first of each month thereafter until the landlord purchases a cablevision package that is comparable to what the tenant received prior to the cancellation.
- The landlord shall continue the bedbug treatment to the rental unit.
- The landlord shall pay to the tenant the sum of \$1151.58 such sum may be deducted from future rent.

**This decision is final and binding on the parties.**

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: November 05, 2019

---

Residential Tenancy Branch