



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      PSF

### Introduction

This hearing dealt with an Application for Dispute Resolution (the “Application”) that was filed by the Tenant under the *Residential Tenancy Act* (the “Act”), seeking:

- An order for the Landlord to provide services or facilities required by the tenancy agreement or law.

The hearing was convened by telephone conference call and was attended by the Tenant, the Tenant’s support person and the Landlord, all of whom provided affirmed testimony. The parties were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

The Residential Tenancy Branch Rules of Procedure (the “Rules of Procedure”) state that the respondent must be served with a copy of the Application and Notice of Hearing. The Tenant testified that the Notice of Dispute Resolution Proceeding, including a copy of the Application and the Notice of Hearing, were posted to the Landlord’s door on approximately January 23, 2020. The Landlord confirmed receipt.

At the request of the parties, copies of the decision will be emailed to them at the email addresses provided in the Application.

### Preliminary Matters

On March 12, 2020, the Tenant filed an Amendment to an Application for Dispute Resolution (the “Amendment”) with the Residential Tenancy Branch (the “Branch”), seeking a monetary claim in the amount of \$537.60, a rent reduction of \$67.20 per month for internet obtained, an order restricting or setting conditions on the Landlord’s right to enter the rental unit, an order for the Landlord to comply with the Act, regulation

or tenancy agreement in relation to the restriction of services or facilities and guests, and claims in relation to loss of quiet enjoyment.

In the hearing the Tenant stated that they posted the Amendment and associated documentary evidence to the Landlord's door on March 12, 2020. Although the Landlord acknowledged receiving the Amendment and evidence, they stated that it was received late and that they have not had time to respond.

Rule 4.3 of the Rules of Procedure states that amendments and supporting evidence should be submitted to the Branch as soon as possible and in any event early enough to allow the applicant to comply with Rule 4.6. Rule 4.6 states that the amendments and supporting evidence should be served on the respondent as soon as possible and must be received by the respondent not less than 14 days before the hearing. As the Tenant filed the Amendment on March 12, 2020, and the respondent received it on or after March 12, 2020, less than 14 days prior to the hearing, I find that the Tenant failed to comply with the Rules of Procedure outlined above.

Further to this, the ability to know the case against you and to provide evidence in your defence are fundamental to the dispute resolution process. The Landlord stated that although they received the Amendment and accompanying evidence, it was received late and they did not have time to fully consider and respond to it. Pursuant to rule 4.7 of the Rules of Procedure I therefore decline to amend the Tenants Application as I find that doing so would significantly prejudice the Landlord as well as breach of the Rules of Procedure and the principles of natural justice. The Tenant therefore has leave to reapply for their \$537.60 monetary claim, an order restricting or setting conditions on the Landlord's right to enter the rental unit, an order for the Landlord to comply with the *Act*, regulation or tenancy agreement in relation to the restriction of services or facilities (heat and laundry) and guests, and claims in relation to loss of quiet enjoyment. The Tenant does not have leave to reapply for their claim for a rent reduction of \$67.20 per month for internet obtained as this claim was dealt with by way of the settlement agreement outlined below.

### Settlement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised on several occasions during the hearing that there is no obligation to resolve the dispute through settlement, but that pursuant to section 63 of the *Act*, I could assist the parties to reach an agreement, which would be documented in my decision.

During the hearing, the parties mutually agreed to settle this matter as follows:

1. The parties agree that Tenant is entitled to internet as part of their rent under the tenancy agreement.
2. The parties agree that the Tenant will now be entitled to receive a \$35.00 per month rent reduction for each month that they maintain their own internet service, rather than having it provided by the Landlord.
3. The Tenant agrees to give the Landlord reasonable written notice if they choose to disconnect their own internet service, at which point the \$35.00 rent reduction will cease to apply and the Landlord will be responsible for providing the Tenant with internet as per the tenancy agreement.

This settlement agreement was reached in accordance with section 63 of the *Act*.

### Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

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 24, 2020

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Residential Tenancy Branch