



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      RP, PSF, RR, FFT

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an Order for regular repairs, pursuant to section 32;
- an Order to provide services or facilities required by the tenancy agreement or law, pursuant to section 65;
- an Order to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65; and
- authorization to recover the filing fee for this application from the landlord, pursuant to section 72.

The tenant and the property manager attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

Both parties agree that the landlord was served with the tenant's application for dispute resolution via registered mail. I find that the landlord was served in accordance with section 89 of the *Act*.

### Preliminary Issue- Withdrawal

The tenant withdrew her claims for:

- an Order for regular repairs, pursuant to section 32; and
- an Order to provide services or facilities required by the tenancy agreement or law, pursuant to section 65.

The tenant testified that the requested repairs to the Canada Post delivery entrance were been completed in September of 2020.

### Issues to be Decided

1. Is the tenant entitled to an Order to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65 of the *Act*?
2. Is the tenant entitled to recover the filing fee for this application from the landlord, pursuant to section 72 of the *Act*?

### Background and Evidence

While I have turned my mind to the documentary evidence and the testimony of both parties, not all details of their respective submissions and arguments are reproduced here. The relevant and important aspects of the tenant's and landlord's claims and my findings are set out below.

The tenant testified to the following facts. This tenancy began on October 1, 2014 and is currently ongoing. Monthly rent in the amount of \$1,315.08 is payable on the first day of each month. A security deposit of \$600.00 was paid by the tenant to the landlord. The property manager testified that he could not confirm the above information because his computer was updating during the hearing.

The tenant testified that in June of 2019 she first noticed that the Canada Post entry was broken and that her mail was not being delivered. The tenant testified that Canada Post held her mail for her at a depot until November 2019 but required her to purchase mail forwarding after that. The tenant testified that she paid \$219.56 for mail forwarding from November 2019 to November 2020. The above testimony was not disputed by the property manager. The tenant testified that she is seeking the landlord to cover the cost of her mail forwarding.

The tenant testified that she notified the property manager about the broken entry via text on the following dates:

- July 30, 2019;
- August 30, 2019;
- September 30, 2019;
- November 22, 2019; and

- November 29, 2019.

The above testimony was not disputed by the property manager.

The tenant testified that she notified the property manager about the broken entry via email on the following dates:

- June 12, 2019;
- July 24, 2019;
- September 1, 2019; and
- and November 17, 2019.

The above testimony was not disputed by the property manager.

The tenant testified that the mail delivery entrance was not fixed and her texts and emails went unanswered.

Both parties agree that the mail delivery entrance was not fixed until mid September 2020, after the tenant applied for dispute resolution on August 31, 2020.

The property manager testified that he is not disputing his “incredibly terrible” handling of the mail delivery problem. The property manager testified that he followed all the wrong leads in dealing with the problem and that the issue was further delayed by his own health issues. The property manager testified that he is responsible for the cost of mail forwarding in the amount of \$219.56 but did not feel he should have to pay the filing fee because he would have paid the mail forwarding bills had the tenant forwarded him the receipts.

### Analysis

Section 65(1)(b) of the *Act* states:

**65** (1) Without limiting the general authority in section 62 (3) [*director's authority respecting dispute resolution proceedings*], if the director finds that a landlord or tenant has not complied with the Act, the regulations or a tenancy agreement, the director may make any of the following orders:

(b)that a tenant must deduct an amount from rent to be expended on maintenance or a repair, or on a service or facility, as ordered by the director.

Based on the testimony of both parties, I find that the ability to receive mail at the subject rental property was an agreed upon service of the tenancy agreement. I find that the landlord breached the tenancy agreement by failing to correct the mail issue in a timely manner. I find that the tenant expended \$219.56 on mail forwarding due to the landlord's breach of the tenancy agreement. Pursuant to section 65(1)(b) of the *Act*, I order that the tenant is entitled to deduct \$219.56 from rent due to the landlord.

As the tenant was successful in this application, I find that she is entitled to recover the \$100.00 filing fee from the landlord, pursuant to section 72 of the *Act*. Section 72(2) of the *Act* states that if the director orders a landlord to make a payment to the tenant, the amount may be deducted from any rent due to the landlord. I find that the tenant is entitled to deduct \$100.00, on one occasion, from rent due to the landlord.

I note that it was reasonable for the tenant to file this application for dispute resolution, rather than hope the property manager would correct the problem and pay the mail forwarding bill after months of inaction.

### Conclusion

The tenant is entitled to deduct \$319.56 from rent due to the landlord, pursuant to section 65 and 72 of the *Act*.

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: October 22, 2020

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Residential Tenancy Branch