



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      DRI, FFT

### Introduction

On January 31, 2021, the Tenant applied for dispute resolution under the *Residential Tenancy Act* (“the Act”) seeking to dispute a rent increase.

The matter was set as a teleconference hearing. The Tenant appeared at the hearing; however, the Landlord did not. The line remained open while the phone system was monitored for fifteen minutes and the Landlord did not call into the hearing during this time.

The Tenant testified that he served the Landlord with the Notice of Dispute Resolution Proceeding in person at the rental unit on February 6, 2021. The Tenant testified that the person named as Landlord in the application rents a room at the dispute address and also acts as an agent for the owner of the home.

Based on the Tenant’s affirmed testimony I find that the respondent meets the definition of a Landlord and was served with notice of the hearing in accordance with section 89 of the Act and failed to attend to respond to the Tenant’s application.

The Tenant provided affirmed oral testimony and made submissions during the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Preliminary and Procedural Matters

While the Tenant applied to dispute a rent increase, the Tenant clarified that he applied because the Landlord was not providing a service that was included in the rent.

The Tenant testified that he was required to pay rent in the amount of \$900.00 each month and that rent includes the service of internet. The Tenant provided a copy of a tenancy agreement.

The Tenant testified that internet service was cut off by the Landlord on January 31, 2021. The Tenant testified that service was restored two days later, and he was asked to pay \$26.00 for use of internet. The Tenant paid the \$26.00 and then applied for dispute resolution.

The Tenant testified that the Landlord reimbursed him the \$26.00 prior to this hearing and the Tenant has now moved out of the rental unit.

The Tenant wants to proceed with his request to recover the cost of the filing fee against the Landlord.

#### Issue to be Decided

- Is the Tenant entitled to recover the cost of the filing fee?

#### Analysis

Section 27 of the Act provides that a landlord may terminate or restrict a service or facility, if the landlord gives 30 days' written notice, in the approved form, of the termination or restriction, and 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.

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

After reviewing the tenancy agreement, find that rent includes the service of internet. I find that the Landlord terminated/ restricted the service of internet.

I find that the Landlord returned the \$26.00 to the Tenant prior to this hearing, however the Tenant incurred the cost of a \$100.00 filing fee to deal with the breach of a term of the tenancy agreement.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I order the Landlord to pay for the cost of the filing fee for the application.

The Tenant is granted a monetary order for \$100.00.

### Conclusion

The Landlord breached a term of the tenancy agreement and is responsible to pay the Tenant for the cost of the filing fee.

The Tenant is granted a monetary order for \$100.00.

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: April 29, 2021

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Residential Tenancy Branch