



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

Tenant's first application: CNC, RR

Tenant's second application: CNC-MT, RR, OLC, PSF

Introduction

Pursuant to section 58 of the *Residential Tenancy Act* (the Act), I was designated to hear an application regarding a tenancy. On May 14, 2022, the tenant applied for:

- an order cancelling a One Month Notice to End Tenancy for Cause; and
- an order to reduce rent for repairs, services, or facilities agreed upon but not provided.

The tenant made a second application on May 14, 2022, applying for:

- an order cancelling a One Month Notice to End Tenancy for Cause, indicating he needs more time to dispute the notice;
- an order to reduce rent for repairs, services, or facilities agreed upon but not provided;
- an order for the landlord to comply with the Act, regulation, and/or the tenancy agreement; and
- an order for the landlord to provide services or facilities required by the tenancy agreement or law.

The hearing was attended by the tenant, the landlord, and the landlord's representatives. The parties were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses; they were made aware of Residential Tenancy Branch Rule of Procedure 6.11 prohibiting recording dispute resolution hearings, and Rule 7.4 requiring evidence to be presented.

The landlord confirmed they received the tenant's Notice of Dispute Resolution Proceeding and evidence.

The landlord testified they served some evidence on the tenant in person on June 4, 2022, but that they did not serve all of their evidence on the tenant. The tenant testified

he did not receive any of the landlord's evidence. As the landlord did not provide proof of service, I find the landlord did not serve their evidence on the tenant in accordance with section 89 of the Act. Therefore, I will not consider the landlord's evidence in my decision.

Preliminary Matter

The landlord testified that the tenant vacated the rental unit on July 2, 2022, and that the landlord had possession of the rental unit. The tenant agreed that he no longer resides at the rental unit.

As the tenant has vacated the rental unit, I dismiss most of his claims, as they are regarding an active tenancy. The remainder of the decision will consider the tenant's application for a rent reduction.

Issue to be Decided

Is the tenant entitled to a monetary order to reduce rent for repairs, services, or facilities agreed upon but not provided during the tenancy?

Background and Evidence

The parties agreed on the following particulars regarding the tenancy. It began December 8, 2021 and has now ended; rent was \$1,250.00, due on the first of the month, and the tenant paid a security deposit of \$625.00.

The landlord testified they have returned the security deposit to the tenant; the tenant testified the landlord has not returned the security deposit.

The tenant testified that he was seeking \$900.00 for the cost of wifi, taking cabs to do laundry, doing laundry, having no stove, buying a hotplate, and money spend eating out, but did not provide a clear breakdown to explain how he came to the amount sought, and did not submit any receipts as evidence.

The tenant testified that over the course of the tenancy his laundry access was restricted to doing only two loads a week, on Sunday, but provided no timeline of when over the course of the tenancy his access was restricted. The tenant testified that as he had to hang his clothing to dry, he had to buy more clothing and go to the laundromat.

The tenant testified that he had to buy a hotplate because the landlord took the stove, but the tenant did not state when this occurred and when or if the stove was returned.

The landlord testified that the tenant had no problem accessing the laundry, which was in a building in the back yard, he simply had to message the landlord anytime to have it unlocked.

The tenant testified that wifi was supposed to have been included in the rent, and that he would not have moved in if the wifi was not included in the rent. The tenant testified that the landlord would give him the wifi code, then said the tenant could use it for only two devices; which the tenant testified was problematic for him, as he also needed it for his camera.

The landlord testified that the wifi was never included in the rent; it was just an extra added on for the tenant, at no cost.

The landlord testified that the city had given them a 7-day notice as someone had reported a loud noise from the basement. The landlord testified that a bylaw officer told them to remove the oven from the rental unit for one day. The landlord testified they gave the tenant two days notice regarding the oven.

Analysis

Section 65 of the Act provides that an arbitrator may determine an amount that a tenant must deduct from rent to be expended on maintenance or a repair, or on a service or facility, and that past or future rent must be reduced by an amount that is equivalent to a reduction in the value of a tenancy agreement.

With respect to rent reduction, [Policy Guideline 22. Termination or Restriction of a Service or Facility](#) states:

Where it is found there has been a substantial reduction of a service or facility, without an equivalent reduction in rent, an arbitrator may make an order that past or future rent be reduced to compensate the tenant.

...

Where the tenant claims that the landlord has restricted or terminated a service or facility without reducing the rent by an appropriate amount, the burden of proof is on the tenant.

The tenant testified that he is seeking \$900.00 for the cost of wifi, costs associated with doing laundry offsite, and costs related to having no stove, but did not provide a clear breakdown to explain how he came to the amount sought, did not submit any receipts as evidence, and has not presented a timeline as to when a reduction in facilities or services occurred during the tenancy.

The landlord testified that wifi was not included in the rent, and that the tenant always had access to laundry — he just had to ask. The landlord testified that a bylaw officer had told them to remove the oven from the rental unit for one day.

In cases where two parties to a dispute provide equally plausible accounts of events or circumstances related to a dispute, the party making a claim has the burden to provide sufficient evidence over and above their testimony to establish their claim. In this case, that burden of proof falls on the tenant.

As the tenant has not provided a clear breakdown and timeline to explain the costs he incurred and when the services or facilities were reduced during the tenancy, and has not presented documentary evidence in support, I find the tenant has failed to prove that there has been a substantial reduction of a service or facility without an equivalent reduction in rent.

Therefore, I find the tenant is not entitled to compensation.

Conclusion

The tenant's claim is dismissed.

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 12, 2022

Residential Tenancy Branch