

## **DECISION**

### **Introduction**

This hearing dealt with Tenant S.H.'s Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- an order for the Landlord to provide services or facilities required by law under section 27 of the Act
- authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

and Tenant D.H.'s Application for Dispute Resolution under the *Residential Tenancy Act* (the "Act") for:

- an order for the Landlord to provide services or facilities required by law under section 27 of the Act

Tenant S.H., Tenant OTH. D.B., Tenant OTH. M.L.S.S., Tenant OTH. Z.Z., and Tenant OTH. H.R.D. attended the hearing for the Tenant.

Landlord M.K. attended the hearing for the Landlord.

### **Service of Notice of Dispute Resolution Proceeding (Proceeding Package)**

I find that the Landlord(s) acknowledged service of the Proceeding Package and are duly served in accordance with the Act.

### **Service of Evidence**

Based on the submissions before me, I find that the Landlord's evidence was served to the Tenant in accordance with section 88 of the Act.

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### **Preliminary Matters**

M.L.S.S. affirms meeting with D.H. and getting permission to act as an agent on, or about, April 3, 2025, specifically in relation to writing a response letter. However, she

confirms D.H. informed her the day before this hearing that he was speaking with the Senior's First Society.

Z.Z. affirms D.H. came to his office at Senior's First Society the day before the hearing requesting that he act as his agent in this hearing. However, Z.Z. affirms that an intake form was submitted by D.H. but the process was not completed and D.H. did not sign the needed documents for Z.Z. to act as his agent.

Rule of Procedure 6.8 states that if an agent attends on behalf of the party, the agent should be prepared to provide proof of their authority to represent a party. I find that neither M.L.S.S., nor Z.Z. have provided sufficient proof that they are authorised to act on behalf of D.H.

Rule of Procedure 7.3 states that if a party or their agent fails to attend the hearing, the arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the application, with or without leave to reapply.

As Tenant D.H. did not attend the hearing, nor did any agent, authorised to act on his behalf, I dismiss his application, in its entirety, with leave to reapply. Leave to reapply is not an extension of any applicable limitation period.

The following facts and analysis applies only to S.H.

## **Issues to be Decided**

Is the Tenant entitled to an order for the Landlord to provide services or facilities required by law?

Is the Tenant entitled to recover the filing fee for this application from the Landlord?

## **Facts and Analysis**

I have reviewed all evidence, including the testimony of the parties, but will refer only to what I find relevant for my decision.

Both parties agree that the Tenant received an RTB-34 Notice on April 3, 2025, that stated the meal plan would be terminated effective June 1, 2025, along with a commiserate rent reduction of \$300.00.

Both parties agree that, although the Tenant's meal plan was not stated explicitly in the tenancy agreement, it was intended to be part of said tenancy, and the cost of the meal plan is included in the monthly rent. As such, I find the meal plan to be an implicit part of the tenancy.

**Is the Tenant entitled to an order for the Landlord to provide services or facilities required by law?**

The Landlord affirms the meal plan is being discontinued due to too few residents using the service, resulting in it being financially untenable.

Both parties affirms that the rental unit has a small fridge and a microwave oven only, and not a full kitchen. The Landlord affirms that full kitchens are planned to be installed in the rental units affected by the loss of the meal plan. However, the Tenant affirms this is not acceptable as she moves with the aid of a walker and does not feel comfortable or safe cooking at stove and is willing to do so.

Both parties agree that the rental unit is independent living. The Landlord affirms that if the Tenant is unable to cook for herself then it indicates that the Tenant should move to more supportive accommodations. I find this to not be true as, although the Tenant has some mobility limitations, she is otherwise independent.

The Landlord affirms that, in addition to cooking her own meals, the Tenant has the option of using Meals on Wheels or another similar program available in the city. However, M.L.S.S. affirms that she has spoken with both organisations which stated that they are unable to meet the Tenant's meal needs. Neither party provided documentary evidence to support their claims regarding these service providers.

Section 27(1) of the Act states a landlord must not terminate or restrict a service or facility if the service or facility is essential to the tenant's use of the rental unit as living accommodation, or providing the service or facility is a material term of the tenancy agreement.

In considering whether the meal plan is a material term, I turn to D.P.'s testimony that the meal plan was a key reason for choosing the rental unit. This statement highlights the tenant's reliance on the availability of meals as a fundamental aspect of the tenancy. Given the tenant's age and mobility limitations, the removal of the meal plan significantly alters the nature of the tenancy. I find, therefore, that the meal plan constitutes a material term of the tenancy agreement.

As I find the meal plan to be a material term of the tenancy, the Tenant is entitled to an order for the Landlord to provide services or facilities required by law under section 27 of the Act.

I order the Landlord to continue to provide three meals a day to the Tenant. These meals may be sourced from an outside provider and may be ready to eat meals, frozen or otherwise. The provision of meals may only be ceased in the future, accompanied by a rent reduction, if the Meals on Wheels, or similar organisations, as mentioned in the

hearing, are able to provide the Tenant with meals that are delivered to the residential property.

**Is the Tennant entitled to recover the filing fee for this application from the Landlord?**

As the Tenant was successful in their application, I find that the Tenant is entitled to recover the \$100.00 filing fee paid for this application under section 72 of the Act.

**Conclusion**

I order the Landlord to continue to provide three meals a day to Tenant S.H. These meals may be sourced from an outside provider and may be ready to eat meals, frozen or otherwise. The provision of meals may only be ceased in the future, accompanied by a rent reduction, if the Meals on Wheels, or similar organisations, as mentioned in the hearing, are able to provide the Tenant with meals that are delivered to the residential property, or if Tenant S.H. requests it be cancelled.

Tenant S.H. may deduct \$100.00, the full amount of the filing fee, from their next rent payment.

Tenant D.H.'s application is dismissed, in its entirety, with leave to reapply. Leave to reapply is not an extension of any applicable limitation period.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Act.

Dated: June 6, 2025

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Residential Tenancy Branch