



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Dispute Codes: CNR, DRI, MNDC, OLC, PSF, OPT, LAT, FF

Introduction

The Tenant stated that copies of the Application for Dispute Resolution and Notice of Hearing were sent to the Landlord via registered mail at the address noted on the Application, on August 30, 2008. In the absence of evidence to the contrary, these documents are deemed to have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*, however the Tenant did not appear at the hearing.

At the hearing the Tenant withdrew his application for an Order of Possession, once it was determined that he still had lawful possession of the rental unit and that he did not require an Order of Possession.

Issue(s) to be Decided

The issues to be decided are whether the Notice to End Tenancy should be set aside; whether the Landlord has authority to increase the rent; whether the Landlord is required to provide the Tenant with a copy of the tenancy agreement; whether the Tenant is entitled to a monetary order of money owed or compensation for damage or loss under the Act, regulation or tenancy agreement; whether the Tenant is entitled to an Order requiring the Landlord to comply with the Act and to provide services or facilities required by law; whether the Tenant should be permitted to change the locks to the rental unit; and whether the Landlord should compensate the Tenant for the filing fee he paid to file this Application for Dispute Resolution.

Background and Evidence

The Tenant stated that the Landlord left him a handwritten note on August 26, 2008, a copy of which was submitted in evidence, that required him to vacate the rental unit on August 31, 2008.

The Tenant stated that he moved into this rental unit on December 01, 2007, at which time he signed a tenancy agreement with the Landlord's brother, who was acting as an agent for the Landlord. The Tenant stated that the tenancy agreement required him to pay monthly rent of \$800.00. He stated that on May 04, 2008, the Landlord spoke with him and verbally advised him that the rent was increasing to \$1,000.00 per month.

The Tenant stated that he was never provided with a copy of the written tenancy agreement that he signed, although he asked the Landlord's brother for a copy on several occasions.

The Tenant stated that his tenancy agreement indicated that cable service would be provided with this tenancy. He stated that he was provided with cable service until the Landlord's brother, who was residing in the residence above him, moved out in mid-July. The Tenant is seeking compensation, at a rate of \$50.00 per month, for the time that he was without cable service since mid-July of 2008. He is also seeking an order requiring the Landlord to provide him with cable service.

The Tenant stated that on August 27, 2008, the Landlord told him that he would move his personal belonging onto the street if the Tenant did not vacate the rental unit by August 31, 2008. The Tenant stated that the Landlord did not remove any of his personal belongings from the rental unit on August 31, 2008. The Tenant submitted no evidence to establish that the Landlord has unlawfully entered the rental unit at any time during this tenancy.

Analysis

I find that the handwritten notice to end tenancy submitted by the Tenant is of no effect, as it was not served on a form that is approved by the director, as required by section 52 of the *Act*. Therefore, I find that this tenancy shall continue until it is ended in accordance with the *Act*.

In the absence of evidence to the contrary, I find that monthly rent for this rental unit has been \$800.00 since the tenancy began on December 01, 2008. Section 42 of the *Act* stipulates, in part, that a landlord must not impose a rent increase for at least twelve months after the date on which the rent was first established under the tenancy agreement. I find that the Landlord can not increase the rent until December 01, 2009, and at that time he must only increase the rent in accordance with the legislation. Until the Landlord increases the rent in accordance with the legislation, the rent will remain at \$800.00.

Section 13 of the *Act* requires landlords to prepare a written tenancy agreement and to provide tenants with a copy of the agreement. I find that the Landlord has not complied with the section of the *Act*, which requires him to provide the Tenant with a copy of the tenancy agreement. I hereby order that the Landlord provide the Tenant with a copy of the written tenancy agreement that the Tenant signed in relation to this tenancy.

In the absence of evidence to the contrary, I find that the tenancy agreement requires the Landlord to provide the Tenant with cable service, and that he has not been providing that service since approximately July 15, 2008. I find that not providing cable service has reduced the value of this tenancy by \$50.00 per month. Therefore, I find that the

Landlord must compensate the Tenant \$25.00 for being without cable service for the portion of July that he was without cable service, \$50.00 for being without cable service for August of 2008, \$50.00 for being without cable service for September of 2008, and \$50.00 for being without cable service for October of 2008. I hereby order that the Landlord provide the Tenant with cable service beginning on November 01, 2008.

Due to the fact that there is insufficient evidence to establish that the Landlord unlawfully entered the rental unit on August 31, 2008, as he threatened to do, and due to the fact that the Tenant submitted no evidence to establish that the Landlord has unlawfully entered the rental unit at any time during this tenancy, I hereby dismiss the Tenant's application to change the locks. In reaching this conclusion, I found that there is insufficient evidence to establish that the Landlord has, or intends to, enter the rental unit unlawfully.

I find the Tenant's application has merit, and that he is entitled to recover the filing fee that he paid for this Application for Dispute Resolution from the Landlord.

Conclusion

In summary, I order that this tenancy continue until it is ended in accordance with the *Act*; that the rent remain at \$800.00 until it is increased in accordance with the *Act*; that the Landlord provide the Tenant with a copy of their written tenancy agreement; and that the Landlord provide the Tenant with cable service on or before November 01, 2008.

I find that the Tenant has establish a monetary claim in the amount of \$225.00, which is comprised of \$175.00 in compensation for being without cable service and \$50.00 for the cost of filing this Application for Dispute Resolution. I hereby authorize the Tenant to deduct \$225.00 from his next rent payment, to satisfy this monetary claim.

In the event the Landlord fails to provide cable service on or before November 01, 2008, I hereby authorize the Tenant to reduce his monthly rent by \$50.00 for November and to continue to deduct \$50.00 per month for every month that the service is not available on the first day of that month.

Date of Decision: September 25, 2008
