



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing and Social Development

Decision

Dispute Codes:

MNDC, OLC, PSF

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant for a Monetary Order for money owed or compensation for damage or loss under the Act, Regulation or tenancy agreement; an Order compelling the landlord to comply with the Act and an order to compel the landlord to provide services or facilities agreed upon. Both the landlord and the tenant appeared and each gave affirmed testimony in turn.

.Issue(s) to be Decided

- The issues to be determined based on the testimony and the evidence are a) Whether the landlord should be ordered to comply with the Act or agreement and restore services or facilities withheld and b) Whether the tenant is entitled to monetary compensation or a rent abatement under section 67 of the *Act* due to a loss of value of the tenancy because the landlord withheld a service.

Background and Evidence

The tenancy began on April 1, 2009 with rent set at \$ 800.00. Both parties agreed that when the tenancy began the tenant was provided with cablevision/satellite services and received all of the movie channels. Both parties agreed that approximately 3 months ago the number of channels was suddenly reduced. The tenant finds this to be a breach of the agreement and seeking to have services restored and compensation for the loss.

The landlord testified that he does provide basic satellite services, valued at \$61.00 per month. However, tenants were permitted an option of upgrading to additional channels provided that the tenant paid for the enhanced level. The landlord testified that another occupant in the complex had agreed to supplement the channels and as a result, everyone enjoyed the benefit of \$99.00 worth of services. However, once the other resident ceased paying for the extra channels, the service was reduced for all. The landlord stated that this was the understanding from the outset. The landlord's position was that the extra satellite channels were contingent upon another resident and were never guaranteed by the landlord and thus were subject to change without notice.

Analysis

Section 14 of the Act states that a tenancy agreement may not be amended to change or remove a standard term. However, an agreement may be amended to add, remove or change a term, other than a standard term, but only if both the landlord and tenant agree to the amendment.

Section 27 of the Act states that a landlord must not terminate or restrict an essential service or facility or a service or facility that is considered to be a material term of the tenancy agreement. In some cases a landlord may terminate or restrict a non-essential service after giving 30 days' written notice in the approved form. In addition, the landlord must also reduce 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.

In this instance, I find that the landlord had made a commitment since the beginning of the tenancy to provide a certain level of satellite service included in the rent. Under the Act, this can be reduced, but the tenant would have to receive formal notice and a reduction in rent in the value of the service being discontinued.

Section 65(1) states that if it is found that a landlord or tenant has not complied with the Act, the regulations or a tenancy agreement, the director may order that past rent must

be reduced by an amount that is equivalent to a reduction in the value of a tenancy agreement. I find that justifying a past rent reduction, could be supported by proving both: a) that the value of the tenancy was reduced and; b) that the landlord has not complied with the Act or agreement.. Section 67 of the Act grants a dispute Resolution Officer the authority to determine the amount and to order payment under these circumstances.

I However, the landlord has committed to restore the service to its previous level. Therefore, I find that the matter has been successfully resolved by cooperation between the parties. In regards to the past loss of service, I find that the tenant is entitled to be compensated and the parties have settled on a compromise of \$60.00 in compensation. The tenant is permitted to reduce the next rent payment by this amount as a one-time abatement.

Conclusion

Given the above, and based on the testimony and evidence, I find that the tenant is entitled to receive monetary compensation under the Act in the amount of \$60.00 and I hereby order that the tenant may reduce the next month rental payment by \$60.00 as a one-time abatement. The landlord is ordered to restore the previous level of services as soon as possible.

The remainder of the tenant's application is dismissed without leave.

March 2010

Date of Decision

Dispute Resolution Officer