

DECISION

Dispute Codes CNC, MNDC, OLC, LRE, AAT, O

Introduction

This hearing was convened by way of conference call to deal with the tenant's application for an order cancelling the notice to end tenancy, for an order that the landlord comply with the *Act*, regulation or tenancy agreement, for an order suspending or setting conditions on the landlord's right to enter the rental unit, for an order that the landlord allow access to or from the unit or site for the tenant or the tenant's guests, and for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement.

Despite being serviced with the Tenant's Application for Dispute Resolution and notice of hearing documents personally on May 21, 2010, the landlord did not attend the conference call hearing.

At the outset of the hearing, the tenant advised that she vacated the rental unit on July 1, 2010, and therefore all applications are dismissed as withdrawn, with the exception of the application for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement.

Issues(s) to be Decided

Is the tenant entitled to a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement?

Background and Evidence

This month-to-month tenancy began on February 15, 2010. Rent in the amount of \$725.00 was payable in advance on the 1st day of each month, and there are no rental

arrears. The landlord collected a security deposit from the tenant in the amount of \$362.50 on February 15, 2010.

The tenant testified that cable was included in the rent, but she had her own cable box for cable and internet because the cable provider would not allow her to cancel the cable from her previous residence. About 2 weeks into the tenancy, she had TV problems, and called a technician. She had to wait about 4 weeks for a technician to arrive. The landlord was upset that she had called a technician without his knowledge. The technician told the tenant that the landlord had spliced into her cable, which is why she had TV problems, and the technician also told the landlord that he was not entitled to cable because he had no cable account. The tenant is claiming one-half of the cable bills for 2 months of the tenancy in the amount of \$163.90. A copy of the tenancy agreement was not provided in advance of the hearing, however copies of the 2 bills claimed by the tenant were provided in advance of the hearing.

Analysis

The tenant testified that cable was to be included in the rent, and I have no reason to disbelieve that evidence. The tenant is at liberty to provide her own cable service instead of taking advantage of the cable offered by the landlord if she sees fit. I find that the tenant's testimony regarding problems with her television reception and the comments made by the technician that the landlord had spliced into her cable service establishes the claim made by the tenant. The bills amount to \$163.90 and one half of that service for 2 months amounts to \$81.95.

Conclusion

For the reasons set out above, I hereby grant a monetary order in favour of the tenant in the amount of \$81.95. This order may be filed in the Provincial Court of British Columbia, Small Claims Division, and enforced as an order of that Court.

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: July 19, 2010.

Dispute Resolution Officer