



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## DECISION

Dispute Codes      CNR

### Introduction

This matter dealt with an Application by the Tenant to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated November 5, 2010.

### Issues(s) to be Decided

1. Does the Landlord have grounds to end the tenancy?

### Background and Evidence

This tenancy started on June 1, 2007. At the beginning of the tenancy, rent was \$660.00 per month. In 2008 the Tenant's rent was increased to \$684.00 per month and increased again effective August 1, 2009 to \$709.00. The Parties agree that the tenancy agreement says cable is included in the rent.

The Landlord's agent said that the Tenant was of the view that the Landlord was only entitled to increase rent to \$704.00 per month and has paid that amount since the rent increase took effect. Consequently, on November 5, 2010, the Landlord served the Tenant with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated November 5, 2010 by posting it to the rental unit door. The Landlord said the Tenant made a payment of \$704.00 on November 5, 2010 leaving a balance owing of \$75.00 which remains unpaid.

The Tenant agreed that basic cable was always included in his rent. The Tenant claimed however that based on the Landlord's account ledger for him, he believed that as of July 1, 2009, the Landlord started charging him for digital cable and that the rent increase that took effect on August 1, 2009 was improperly calculated on an included amount for digital cable.

### Analysis

The Tenant claimed that it appeared from the Landlord's ledger that the rent increase was improperly calculated on \$42.00 which he believed was for digital cable (to which he did not subscribe). The Landlord claimed that the ledger for the Tenant separated



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rent from cable only for the purposes of the Landlord's internal accounting. I find that this is probably the case as the ledger indicates that "base rent" as of August 1, 2009 was \$667.00 which is less than the previous rate of rent of \$684.00 (that the Tenant admitted was correct) notwithstanding the rent increase.

If the 3.7% allowable increase for 2009 (or \$25.31) is added to the previous rate of rent of \$684.00, the total is \$709.31. Consequently, I find that the Landlord would have been entitled to raise the rent to \$709.00 regardless of whether the cable (which is included in the rent) was a basic cable package or upgraded to digital. As a result, I find that the Tenant has rent arrears of \$75.00.

The Parties agreed to resolve this dispute at the hearing on the following terms:

1. The Landlord agrees to withdraw the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated November 5, 2010; and
2. The Tenant agrees to pay the rent arrears of \$75.00 by way of 3 payments of \$25.00 made on December 1, 2010, January 1, 2011 and February 1, 2011.

## Conclusion

The 10 Day Notice to End Tenancy for Unpaid Rent and Utilities dated November 5, 2010 is withdrawn and this dispute is settled on the above-noted terms.

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: November 25, 2010.

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Dispute Resolution Officer