



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MNDC, RR

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking a monetary order and a reduction in rent.

The hearing was conducted via teleconference and was attended by the tenant and the landlord.

The landlord noted at the start of the hearing that he had submitted evidence to the Residential Tenancy Branch on Thursday, July 13, 2011 but there was no documentary evidence in the file. The tenant acknowledged that he received the landlord's evidence and as such, I requested the evidence be faxed directly to me for consideration. Both parties were able to make comments or responses to this documentary evidence.

Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to a monetary order for compensation under the *Residential Tenancy Act (Act)*, regulation or tenancy agreement; and to a rent reduction for services agreed upon but not provided, pursuant to Sections 27, 67, and 72 of the *Act*.

Background and Evidence

The tenancy began as a month to month tenancy on November 30, 2010 for a monthly rent of \$420.00 per month. No written tenancy agreement was completed and the parties agree that utilities were included in the rent including cable and internet services.

The tenant contends that cable and internet services were promised in his own room but not provided. He acknowledges there is a jack in his room and that on occasion he has accessed internet and cable in the common areas of the rental unit. He also notes that the landlord and other roommates have offered to help to get his jack working in his room but their offers have not been accommodated because of scheduling conflict.

The tenant submitted into evidence a "Shelter Information" document signed by the landlord confirming details of the tenancy. The landlord, however, disputes that the notation that states "in room" after listing cable, phone, hydro, internet as included utilities is not his writing and he does not remember making that notation.

The landlord contends that his advertisements, one of which was received in evidence, show only that internet and cable or to the entire rental unit not to individual bedrooms. The advertisement goes on to say that the living area serves as an entertainment centre and common work area. It also states the household holds movie nights and shared computers and software but does not indicate anywhere that individual rooms have internet and cable access.

Analysis

In the case of verbal agreements, I find that where verbal terms are clear and both the landlord and tenant agree on the interpretation, there is no reason why such terms cannot be enforced. However when the parties disagree with what was agreed-upon, the verbal terms, by their nature, are virtually impossible for a third party to interpret when trying to resolve disputes as they arise.

In the absence of a written agreement, I must, in this case, rely on the testimony provided and the advertisement submitted to determine if the landlord has restricted or not provided services agreed upon.

To be successful in a claim such as this the party making the claim must provide sufficient evidence to establish that the service has been terminated or restricted. I find the tenant has failed to meet this burden.

Conclusion

For the reasons noted above, I dismiss the tenant's Application in its entirety.

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: January 21, 2011.

Residential Tenancy Branch