

DECISION

Dispute Codes MNDC; RP; RR

Introduction

This is the Tenant's application for compensation for damage or loss under the Act, regulation or tenancy agreement; an Order that the Landlord make repairs to the rental property; and for a reduction in rent for repairs, services, or facilities agreed upon but not provided.

The parties gave affirmed testimony at the Hearing.

Issue(s) to be Decided

Is the Tenant entitled to compensation for loss of cable in the rental unit and for a reduction in future rent for that loss, pursuant to the provisions of Sections 67 and 65(1)(f) of the Act?

Should the Landlord be ordered to provide lighting to the walkway leading up to the rental unit and to fix a broken railing on a stairway, pursuant to the provisions of Section 32 of the Act?

Background and Evidence

The parties agreed on the following facts:

- This tenancy started on June 1, 2010.
- Monthly rent is \$700.00, due the first of the month.
- Monthly rent includes heat, electricity, hot water and cable.

The Tenant testified that the Landlord withdrew her cable service in December, 2010, without giving her notice. The Tenant phoned the cable company, who informed her that the cost is \$70.50 per month. The Tenant seeks a monetary award of \$282.00 in compensation for the devaluation of the tenancy from December, 2010, to the end of March, 2011.

The Tenant testified that the outside light for the walkway to her door has not worked for 3 months. She stated that she told the Landlord, and despite numerous verbal assurances to fix the light, he has not replaced the bulb or fixed the electrical problem. The Tenant stated that this is a safety hazard because she has to walk to her door in darkness at night and that there are obstacles in her path (a fireplace vent and a gas meter). The Tenant testified that there are steps leading down to her door and that brackets on one of the banisters has failed, making the banister insecure. The Tenant stated that she has told the Landlord about this, but he has not fixed it. The Tenant seeks an order that the Landlord make these repairs.

The Landlord's agent stated that there was a language barrier between the Tenant and the Landlord. He stated that the cable company disconnected the Tenant's cable because there were too many cable outlets in the rental property for the price the Landlord was paying for cable. The Landlord has called the cable company and booked an appointment to have the cable hooked back up. The Landlord's agent stated that the monthly cost for this service is \$38.02, including HST.

The Landlord's agent stated that the Landlord agrees to fix the lighting and the railing by the end of the day on March 23, 2011.

Analysis

Section 27 of the Act provides that a Landlord may not terminate or restrict a nonessential service or facility without 30 days' written notice and reducing the rent in an amount that is equivalent to the reduction in the value of the tenancy agreement as a result of that restriction or termination. The Tenant testified that the cable cost \$70.50 per month, but did not provide sufficient evidence of that cost. The Landlord stated that the cost was \$38.02. Therefore, I find that the tenancy was devalued by the termination of the Tenant's cable in the amount of \$38.02 per month. I award the Tenant compensation in the amount of \$152.08 for the four months that she has been without cable service. Pursuant to the provisions of Section 72 of the Act, the Tenant may deduct this amount from future rent due to the Landlord. In addition, I find that the Tenant is entitled to a reduction in rent in the amount of \$38.02 per month until the Tenant's cable is restored. For the purposes of clarity, rent for the month of April, 2011 will be \$509.90, calculated as follows:

Rent	\$700.00
Less monetary award	<\$152.08>
Less rent reduction	<u><\$38.02></u>
TOTAL	\$509.90

Thereafter, unless and until the Landlord provides cable to the Tenant, rent will be \$661.98 per month (\$700.00 - \$38.02).

The Landlord has agreed to fix the outdoor lighting leading to the Tenant's door and the broken banister on the stair. During the course of the Hearing, I ordered the Landlord to effect these repairs by the end of the day, March 23, 2011.

Conclusion

The Tenant is hereby authorized to deduct her monetary award of \$152.08 from future rent due to the Landlord. Commencing April 1, 2011, and unless and until the Landlord provides the Tenant with cable, monthly rent will be \$661.98.

The Landlord is ordered to repair the outdoor lighting to the Tenant's home and the broken banister on the stairs leading to her door, by March 23, 2011.

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: March 25, 2011.
