



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC, MNDC

Introduction

This is an application by the Tenant for a monetary order for compensation resulting from a notice terminating cable service and an order seeking the Landlord's action to comply with the Act.

Both parties attended the hearing by conference call and gave affirmed testimony.

At the beginning of the hearing the Tenant states that he is only seeking action by the Landlord to comply with the Act that he receive an equivalent value reduction for the loss of the cable as per the notice to terminate a service received.

Issue(s) to be Decided

Is the Tenant entitled to an amendment to the rent reduction amount value on the notice to terminate a service (cable)?

Background and Evidence

Both parties attended the conference call hearing. There was some confusion as to when the Landlord was served with the notice, but the Landlord has appeared and has not disputed receiving the notice of hearing package. The Tenant did not serve the Landlord with his second evidence package consisting of a hand written submission and a copy of his shaw cable invoice.

The Tenant claims that the \$25.00 reduction by the Landlord is not an equivalent to the \$64.95 being charged by Shaw. The Tenant states that he is currently being charged a \$19.95 promotional rate for 6 months at which time he was informed by Shaw that he would be charged \$64.95 per month. The Landlord confirms the promotional rate, but states that it has been extended by Shaw from 6 to 12 months. The Landlord was not able to provide any information regarding the normal rate.

The Tenant provided a copy of his current Shaw invoice which shows a promotional rate reduction ending on July 11, 2011 dated March 20, 2011. The Landlord has provided an email dated March 29, 2011 from a Shaw Account Representative stating that the 6 month promotional period was being extended to 12. The invoice displays a bundling discount chosen by the Tenant allowing for an additional \$20.00 discount.

Analysis

As both parties have attended the hearing, I am satisfied that proper service was accomplished.

I find that although the Tenant did not serve the 2 page evidence on the Landlord, the Landlord has not been biased by not being served. I take note of the invoice amounts to determine the after promotion rates to equal a \$35.00 per month rate that the Tenant will incur. I find that the \$25.00 amount set by the Landlord is not an equivalent value. Based upon the Tenant's evidence I find that the rate reduction should be \$35.00 per month. The new rent should be \$595.00 per month and not the \$605.00 noted on the notice to terminate a service.

I order that the Tenant withhold \$30.00 from the next months rent to compensate for the difference in monthly rent for January, February and April.

Conclusion

The Tenant's monthly rent is \$595.00 retroactive to the beginning of the notice of termination of a service effective date of January 1, 2011.

The Tenant may withhold \$30.00 from the next months rent to offset the overpayment.

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: April 06, 2011.

Residential Tenancy Branch