

## **DECISION**

Dispute Codes      CNC, MNSD, OLC, RR, O

### **Introduction**

This is an application by the Tenant to cancel a notice to end tenancy for cause, a request for a monetary order for the return of all or part of the security deposit, compensation for loss under the tenancy agreement and to allow the Tenant to reduce rent for cablevision agreed upon but not provided.

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

At the beginning of the hearing both parties came to a mutual agreement to end the tenancy on August 31, 2011 at 1:00pm. The Landlord made an oral request for an order of possession and it was granted for the agreed upon date.

The Tenant's application for the return of the security deposit is premature since the Tenancy shall continue until August 31, 2011. This portion of the application is dismissed with leave to reapply.

### **Issue(s) to be Decided**

Is the Tenant entitled to an order for the Landlord to comply with the tenancy agreement for a parking space?

Is the Tenant entitled to a monetary order for compensation for the loss of cablevision and/or emotional distress?

Is the Tenant entitled to reduce rent for cablevision services agreed upon but not provided?

Is the Tenant

### **Background and Evidence**

This tenancy began on March 1, 2011 on a month to month basis as shown in the submitted signed tenancy agreement. The monthly rent is \$600.00 payable on the 1<sup>st</sup> of each month and a security deposit of \$300.00 was paid on February 21, 2011. The Tenancy agreements shows that 1 parking space is allotted to the Tenant and that Cablevision is also provided as part of the tenancy.

The Tenant states that the notice of hearing and evidence package was served in person on June 8, 2011. The Landlord has confirmed receipt of this package. The Landlord has stated that she has filed no evidence.

The Tenant states that she is allowed 1 parking space in the two car side by side driveway. The Landlord is preventing her from using this designated space by parking their own car in the space. The Landlord disputes this stating that the Tenant does not have a vehicle and that the vehicle being used belongs to her boyfriend. The Tenant states that she works nights and that her boyfriend allows her the use during these times. The Landlord has confirmed the designated parking space.

The Tenant has made claim for compensation for the loss of cablevision. The Tenant states that Cablevision is part of the tenancy and that from April 7, 2011 there was a problem with the service. The Landlord was notified and stated that any repairs were to be at the cost of the Tenant. There is no information on the cause of the cable box malfunction. The Landlord confirms this. The Tenant disputed the cost for this and returned the Landlord's cablebox and started service with Shaw on her own. The Tenant is claiming the \$65.34 per month from April to June (as shown in the submitted Shaw Invoice) totalling \$196.02. The Tenant states that the cablevision was removed in June because she could no longer afford it. The Landlord disputes by stating that the damage to the cable box was the Tenant's fault, but has provided no evidence of such. The Tenant is also seeking reimbursement for the cost of the connection fee of \$16.74.

The Tenant has also made a claim for \$400.00 for emotion distress which she states is from the Landlord's continuing attempts to evict her and her daughter since the beginning of the Tenancy. The Tenant seeks compensation for \$100.00 per month from March to June. The Tenant states a loss of quiet enjoyment from the Landlord's actions. The Landlord disputes this. Neither party has provided any evidence to support this dispute.

### Analysis

I am satisfied based upon the affirmed testimony of both parties that the Landlord has been properly served with the Tenant's notice of hearing and evidence package.

Based upon the submitted evidence and that of the undisputed affirmed testimony of the Tenant that the Landlord has breached the tenancy agreement by not allowing the use of the designated parking spot in the drive way. The Landlord is ordered to comply with the provisions of the tenancy agreement regarding the designated parking space.

I find also based upon the undisputed affirmed testimony of both parties that the Landlord has not provided the cablevision as stated in the tenancy agreement. The Tenant is entitled to compensation for \$212.76 for the loss of cablevision. The Tenant may withhold \$212.76 from the next months rent upon receipt of this decision.

The Tenant has made a claim for compensation for \$400.00 for emotional distress in the loss of quiet enjoyment of the rental unit. The Tenant cites many issues between her and the Landlord but has stated a \$100.00 a month arbitrary amount with no basis. The Tenant has also failed to provide any evidence to support her claims of emotional distress as the Landlord is in dispute over this issue. With no supporting evidence, I find on a balance of probabilities that the Tenant has not established this claim. The Tenant's application for this claim is dismissed.

### Conclusion

Both parties agreed to a mutual end to the tenancy for August 31, 2011 at 1:00 pm.

The Landlord is directed to comply with the tenancy agreement by providing the designated parking space to the Tenant.

The Tenant may withhold \$212.76 from the next months rent upon receipt of this decision.

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: June 29, 2011.

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Residential Tenancy Branch