



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNL, OLC, RP, LRE, FF

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* for an order to set aside the notice to end tenancy for landlord's use of property and for a monetary order for compensation. The tenant also applied for an order directing the landlord to comply with the *Act* and make repairs to the rental unit. The tenant applied for an order to suspend or set conditions on the landlord's right to enter the rental unit and for the recovery of the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

At the start of the hearing, the tenant stated that he had not received evidence from the landlord. The landlord stated that he had knocked on the tenant's door a few times and the tenant did not open the door. The landlord lives upstairs and stated that he knocked when he knew that the tenant was home. The tenant stated that the landlord would knock on the door late at night and therefore he did not open the door. The landlord stated that after a few failed attempts, he left the evidence at the door to the rental unit. The tenant denied having received the package. The landlord had filed this package into evidence and it consists of a tenancy agreement, an addendum, correspondence between the two parties, utility bills and a power of attorney for the agent (landlord's son) to act on the landlord's behalf. I have used the tenancy agreement and the addendum in the making of this decision.

At the outset of the hearing, the tenant stated that he planned to move out of the unit on October 31, 2012, which is the effective date of the notice to end tenancy. The tenant confirmed that he was no longer disputing the notice to end tenancy. The tenant also stated that he had applied for an order directing the landlord to make repairs in error. Therefore this hearing dealt with the tenant's application for compensation, for an order directing the landlord to comply with the *Act* and for an order suspending the landlord's right to enter the rental unit.

Issues to be decided

Is the tenant entitled to a monetary order for compensation? Is the tenant entitled to the other remedies that he is seeking?

Background and Evidence

The tenancy started on February 27, 2012. The monthly rent is \$800.00 due in advance on the first day of the month. The tenancy agreement states that the rent does not include cable TV but the addendum states that the tenant has agreed to pay a third of the Cable, Internet and Electricity bills.

The tenant testified that on August 09, the landlord entered the rental unit with the Cable technician, without giving the tenant any notice. The landlord stated that he provided notice of entry to the tenant.

The landlord stated that he changed the provider of the phone, internet and cable services and ordered a package that was similar to the existing one. The landlord stated that the then current promotion had ended and therefore he changed providers. The tenant testified that the new package did not have some of the channels that he wanted and therefore he felt that the landlord had downgraded the service and he wanted to be compensated \$150.00 for this drop in the level of service.

Analysis:

Based on a term in the addendum to the tenancy agreement, the landlord would provide cable but the term does not specify which provider would be contracted for the service. In addition, the landlord is not obliged to provide a package to suit the needs of the tenant. The tenant is at liberty to order additional services at his own cost. I find that the tenant is not entitled to compensation for the change of cable providers and the resulting change in available channels.

Since the tenancy is ending, an order setting conditions or suspending the landlord's right to enter the unit is moot. The landlord agreed to provide at least 24 hours notice to the tenant prior to entering the rental unit.

Conclusion

The tenant's application is dismissed. The tenant must bear the cost of filing his application.

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: September 26, 2012.

Residential Tenancy Branch