



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MNDC RR

Introduction

This was an application by the tenant for a monetary order for damage or loss, and to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided. The parties received one another's evidence.

Both parties participated in the in-person hearing with their submissions, document evidence and testimony during the hearing. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

Preliminary matters

The tenant provided the landlord and this hearing with late evidence. I accepted the evidence – consisting of receipts and an amendment claim for registered mail costs and for photocopies for the advancement of this matter, in the sum of \$72.81.

Issue(s) to be Decided

Is the tenant entitled to a reduction of rent for a service or facility agreed upon but not provided?

Is the tenant entitled to the monetary amounts claimed?

Background and Evidence

The undisputed relevant testimony in this matter is that the tenancy started in December 2002 and continues. The monthly payable rent is \$396.07. There is no written tenancy agreement for this tenancy known to either party. However, the tenant claims that the rent has always included television cable service – *specifically*, a cable service signal providing channels 2 – 58.

The landlord does not know if the original verbal tenancy agreement included any additional services or facilities other than those required by law, however; some units in the residential property receive a basic cable package at no additional charge with their rent consisting of the basic package currently provided in bulk to the residential property, which the landlord continues to make available to the applicant tenant at no additional charge. None the less, the tenant and landlord agree that as of November 2012 the cable service provider's offerings changed to differing package structures, price points, and themes, and that the current offering at no additional charge now consists only of channels 2 – 28. The tenant argues that they are owed the cost equivalent as a reduction of rent for their purchase of the original channels 29 – 58, as per section 27(2)(b) of the Act. The landlord argues that while they accept the tenancy has previously enjoyed more television channels included in rent, it has always been a basic cable package supplied to the residential property in bulk and in turn without additional charge to the tenant. However, now that the cable service provider has changed their basic cable packaging the landlord claims they are still providing the current version of the service the tenant has always received, except that the service provider has changed the parameters of that service to only include channels 2 -28 – requiring users to personally subscribe for additional service.

Analysis

In respect to the tenant's monetary claim, It was explained to both parties that each of them is responsible for their own litigant (litigation) costs and other discretionary costs associated with supporting their claim, and, however; that a party may request recovery of their filing fee, if applicable, and which an Arbitrator is authorized to consider. As a result, I **dismiss** the tenant's claim for registered mail costs and photocopying costs for their advancement of this matter in the amount of \$72.81, without leave to reapply.

Section 27 of the Act, states;

Terminating or restricting services or facilities

27 (1) A landlord must not terminate or restrict a service or facility if

- (a) the service or facility is essential to the tenant's use of the rental unit as living accommodation, or
- (b) providing the service or facility is a material term of the tenancy agreement.

(2) A landlord may terminate or restrict a service or facility, other than one referred to in subsection (1), if the landlord

(a) gives 30 days' written notice, in the approved form, of the termination or restriction, and

(b) reduces the rent in an amount that is equivalent to the reduction in the value of the tenancy agreement resulting from the termination or restriction of the service or facility.

I find that sub-section (1) of this Section does not apply in this dispute, primarily as there is no *written* or *verbal* tenancy agreement guiding terms of the agreement other than the standard terms. I further find that sub-section (2) of this Section is not applicable. I find the landlord is still providing the cable service package provided in bulk to the residential property, which the landlord continues to make available to the applicant tenant at no additional charge. Therefore I find the landlord is not terminating or restricting a service or facility. Instead, in this matter, I find that the cable service provider has restricted the cable facility parameters, and not the landlord. As a result of all the above, **I dismiss** the tenant's application in its entirety, without leave to reapply.

Conclusion

The tenant's claim **is dismissed**, without leave to reapply.

This Decision is final and binding on both parties.

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: February 06, 2013

Residential Tenancy Branch

