



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC

Introduction

This was a hearing with respect to the tenant's application for a monetary order. The hearing was conducted by conference call. The tenant and the landlord's representative called in and participated in the hearing.

Issue(s) to be Decided

Is the applicant entitled to a monetary award and if so, in what amount?

Background and Evidence

The rental unit is a caretaker's house in the landlord's recreational vehicle park. The tenant was employed by the respondent and occupied the rental unit as an incident of his employment. The tenant's employment was terminated in January, 2013 and the tenant moved out of the rental unit.

There are employment disputes and other issues between the parties that fall outside the jurisdiction of the *Residential Tenancy Act* because they do not involve residential tenancy matters. In this application the tenant has complained that commencing in October, 2012 he was deprived of services that were supposed to be included in his rent. He testified that the landlord stopped providing telephone service and access to television by a satellite TV service. The tenant claimed payment of the sum of \$384.56. He said that his TV service was reduced on October 20, 2012 and was not restored until January 20th. He claimed \$231.84 for the three months that service was reduced. The tenant said that his phone service was cut off for the same three month period. The tenant said that the phone service cost was \$51.24 monthly for a total of \$153.72.

The landlord submitted documentary evidence and the landlord's representative testified that the tenant was only without TV and phone service for a couple of days. The landlord submitted telephone bills covering December and January. They were in the name of a former director of the landlord. The landlord's representative said that

the bill for November was missing, but that telephone service was supplied in November. With respect to TV service the landlord submitted a bill from a satellite television service firm for a service call on November 5, 2012. According to the landlord's representative the service technician reported that the system was operating properly. The landlord's representative also said that the telephone and TV services were not services included in the tenancy agreement, but the tenant was permitted to use them as a courtesy.

The tenant denied each of the landlord's contentions; he said the services were provided and part of his tenancy agreement and they were not available for a three month period, or during that period his television services were reduced.

Analysis

The tenant has applied for compensation for loss of television and phone services for a three month period. The tenant bears the burden of proving that the services were included in his tenancy agreement and that he was deprived of them for the period claimed.

The landlord's representative submitted that the services were not provided as a term of the tenancy agreement, but were extended as a courtesy. She submitted copies of phone records to show that for at least several months of the period that the tenant complained he was without phone service, the phone was in use and calls were made.

Conclusion

I am not satisfied that the tenant was without the services for the three month period or that the services were provided as a term of the tenancy agreement. The tenant has failed to establish on a balance of probabilities that he is entitled to a monetary award in any amount and the application for dispute resolution is dismissed without leave to reapply.

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 26, 2013

Residential Tenancy Branch

