



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Power River Apartments  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OLC RR O

### Introduction

This hearing was convened as a result of the application of the tenant for dispute resolution under the *Residential Tenancy Act* (the “*Act*”). The tenant applied for a monetary order for the return of double their security deposit and to recover the filing fee.

The tenant and the owner of the named landlord company (the “landlord”) attended the hearing. The hearing process was explained to the parties and an opportunity was given to ask questions about the hearing process. Thereafter the parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me.

The landlord stated that he received the evidence package from the tenant and had the opportunity to review the evidence prior to the hearing. The landlord confirmed that he did not serve evidence in response to the tenant’s application. I find the landlord was sufficiently served in accordance with the *Act*.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Preliminary Matters

The parties agreed to amend the tenant’s application to remove the personally named agent for the landlord and to update the service address for the landlord. As a result, the tenant’s application was amended by removing the personally named agent for the landlord and the service address for the landlord was updated.

### Issues to be Decided

- Did the tenant provide sufficient evidence to prove that the landlord should be directed to comply with the *Act*, regulation, or tenancy agreement?
- Did the tenant provide sufficient evidence to prove that the tenant's rent should be reduced for repairs, services or facilities agreed upon but not provided?

### Background and Evidence

A month to month tenancy began on August 1, 2012. According to the documentary evidence submitted in evidence by the tenant, the tenancy agreement clearly indicates that monthly rent is \$650.00 per month and did not include cable television and is dated August 1, 2012. The tenancy agreement addendum dated August 1, 2012 and signed by the tenant and landlord agent, states that the tenant accepts an increase of \$85.00 per month for high speed internet and "classic" cable.

The tenant alleged that he has receipts that prove that rent is only \$650.00 and includes "Tier 3" cable, however, did not submit those receipt in evidence. The tenant also stated that he had a letter from the cable TV company but had not submitted that in evidence as it was not available when he filed his application.

The tenant is seeking a rent reduction and an order directly the landlord to comply with the terms of the tenancy agreement.

The tenant submitted a copy of the tenancy agreement and the tenancy agreement addendum in evidence.

### Analysis

Based on the documentary evidence, the testimony of the parties, and on the balance of probabilities, I find the following.

The tenant is seeking a rent reduction based on "Tier 3" cable television being reduced to "basic" cable television and an order directing the landlord to comply with the tenancy agreement. The tenancy agreement clearly does not include cablevision, but the tenancy agreement addendum dated August 1, 2012 clearly indicates that the tenant agrees to an increase of \$85.00 for high speed internet and "classic" cable television.

Although the tenant alleges that his monthly rent of \$650.00 also includes Tier 3 cable television, the tenant has provided no other documentary evidence to support his claim other than the tenancy agreement and the tenancy agreement addendum. Therefore, I have considered the documentary evidence before me. Based on the tenancy agreement and the tenancy agreement addendum, **I find** the tenant has provided insufficient evidence that the landlord has failed to comply with the Act, regulation or tenancy agreement or the tenancy agreement addendum.

The tenancy agreement addendum signed by the tenant and the landlord agent on August 1, 2012 clearly indicates that high speed internet and “classic” cable, not “Tier 3 cable”, is included for an increase of \$85.00 per month to the monthly rent of \$650.00.

Based on the above, **I dismiss** the tenant’s application without leave to reapply, due to insufficient evidence.

#### Conclusion

The tenant’s application is dismissed due to insufficient evidence, without leave to reapply.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: July 10, 2013

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Residential Tenancy Branch

