



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Equitable Real Estate Investment Corp. Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OLC, FF, O

### Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order for the Landlord to comply – Section 62;
2. An Order to recover the filing fee for this application - Section 72; and
3. Other

The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions under oath.

### Preliminary Matter

The Tenant confirmed that the “Other” claim was in relation to compensation and a rent reduction for the loss of services. As this was made apparent in the details of the dispute included with the Application, I accept that these claims were made and that the Landlord had notice of these claims. The Tenant clarified that the compliance being sought was in relation to complying with a rent reduction.

### Issue(s) to be Decided

Is the Tenant entitled to the monetary amounts claimed?

Is the Tenant entitled to a rent reduction?

Relevant Background and Evidence

The tenancy started on July 1, 2013 and rent of \$1,200.00 is payable monthly. The tenancy agreement provides that cable is included with the rent.

The Tenant states that the Landlord changed service providers for the provision of cable and that the Tenant was required to arrange for the installation dates and to be present for the installation. The Tenant states that the new service provider installed the cable lines in an unsightly manner and provided fewer channels than provided by the previous cable company. The Tenant states that as a result the Tenant did not want the provision of the services, had the cable removed on February 6, 2014 and is currently without cable. The Tenant states that she is entitled to a reduction of rent for the loss of the cable for February and March 2014 at the rate of \$69.44 per month and claims an ongoing rent reduction for the same amount. The Tenant states that she does not want the new cable provider to attend her unit or to communicate with her for any reason as the previous installers made her nervous and afraid.

The Tenant states that as she was required to attend the installation of the cable she lost work income as the installation took place over a 5 hour period. The Tenant states that she was not given the option of having the Landlord attend for the installation or to have the installation take place on the week-end when she was not working. The Tenant provided a letter dated December 11, 2013 from the Landlord in relation to the installation of the new service. It is noted that this letter requires the Tenant to contact the service provider for the installation. The Tenant claims lost employment income of \$120.55. The Landlord states that had the Tenant spoke with them they would have been available to attend the unit for the installation and that the new company did offer to install on week-ends. It is noted that the letter from the Landlord informing the Tenant of the new services instructs the Tenant to make the arrangements for the installation and is silent on the availability of the Landlord to enable the installation in the unit should the Tenant not be available.

The Landlord states that they offered to have the cable reinstalled in an appropriate and manner ensuring no unsightliness, to obtain extra channels for the Tenant at no extra cost and to attend the unit for the installation. The Landlord states that they still provide these offers for the provision of comparable service and the Tenant's use of cable as provided under the tenancy agreement.

The Tenant claims \$11.24 for the costs of mailing fees related to the arbitration process and for recovery of the filing fee.

### Analysis

Section 7 of the Act provides that where a landlord does not comply with the Act, regulation or tenancy agreement, the landlord must compensate the tenant for damage or loss that results. In a claim for damage or loss under the Act, regulation or tenancy agreement, the party claiming costs for the damage or loss must prove, inter alia, that the damage or loss claimed was caused by the actions or neglect of the responding party, that reasonable steps were taken by the claiming party to minimize or mitigate the costs claimed, and that costs for the damage or loss have been incurred or established.

Given the tenancy agreement providing for the cable service, I find that the Landlord has the obligation to provide for that service, including the installation of that service. Given the letter from the Landlord directing the Tenant to arrange for the installation of the service and considering that the letter is silent on the availability of the Landlord to enable the installation in the unit should the Tenant not be available, I find that the Tenant has established that the Landlord failed to carry out its obligations which caused the Tenant to lose income in order to have the service installed. As a result and considering the Tenant's undisputed evidence of income and employment, I find on a balance of probabilities that the Tenant has substantiated an entitlement to **\$120.55**.

I accept that the Landlord has made reasonable effort and will continue to offer reasonable effort to provide the Tenant the cable service as required under the tenancy agreement. I find that the offers made by the Landlord to provide that service meets

their obligations under the tenancy agreement to provide a comparable cable service. As a result, while the Tenant may choose not to accept the Landlord's acts to meet their obligations, I find that the Tenant has not established that the Landlord breached the tenancy agreement or Act. I therefore dismiss the Tenant's claim for loss of cable and for a rent reduction in relation to the loss claimed.

As the Act does not provide for any compensation in relation to the costs of arbitration other than the recovery of the filing fee, I dismiss the Tenant's claim for mailing costs. As the Tenant's application has met with some success, I find that the Tenant is entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$170.55**. I order the Tenant to deduct this amount from April 2014 rent.

#### Conclusion

I order the Tenant to deduct \$170.55 from April 2014 rent.

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: March 21, 2014

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Residential Tenancy Branch

