



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes PSF, RR, FF

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an order to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65;
- an order to the landlord to provide services or facilities required by law, pursuant to section 65; and
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions and to call witnesses.

The tenant testified that she served the landlord with her application for dispute resolution hearing notice and first and second written evidence packages on December 1, 2014, by way of registered mail. The landlord confirmed receipt of the notice and two written evidence packages. In accordance with sections 88, 89 and 90, I find that the landlord was served with the above documents, as stated by the parties.

The tenant testified that she did not serve the landlord with her third written evidence package, submitted to the Residential Tenancy Branch before the hearing on December 29, 2014. However, the landlord confirmed that she was in possession of these documents from prior to the hearing, as they consisted of the tenancy agreement and employment documents signed by both the landlord and tenant. The landlord confirmed that she had no objection to proceeding with this hearing or with me considering the tenant's third written evidence package at this hearing.

Issues to be Decided

Is the tenant entitled to an order to reduce rent for repairs, services or facilities agreed upon but not provided?

Is the tenant entitled to an order for the landlord to provide services or facilities required by law?

Is the tenant entitled to recover the filing fee for this application from the landlord?

Background and Evidence

Both parties testified that this tenancy began on October 1, 2013 for a fixed term ending on September 30, 2014. Another tenancy agreement was signed for a fixed term period from October 1, 2014 to October 1, 2015, after which it transitions to a month to month tenancy. Monthly rent in the total amount of \$1,000.00 is payable in two installments of \$500.00 each, due on the 1st and 16th day of each month. Rent includes cable and internet services, which are paid for by the landlord. A security deposit was not collected for this tenancy.

The tenant occupies the ground floor of a two-level house. Other occupants occupy the main floor of the house. The tenant is a former employee of the landlord. The landlord instructed the tenant in October 2013, while the tenant was an employee of the landlord, to set up cable and internet services in the landlord's name for the entire house. The landlord did not check the cost or specific package that the tenant selected for the cable and internet services, until the tenant resigned from her employment, one day after the second tenancy agreement was signed on September 14, 2014. The landlord stated that the tenant improperly set up a more expensive cable and internet package, as she was only instructed to set up a basic package of around \$100.00 per month. The landlord indicated that she reduced the tenant's cable and internet services to the basic package on November 25, 2014, without notice to the tenant.

The tenant seeks an order for the landlord to provide her previous cable and internet package services, which provided for more television channels, that was in place at the beginning of this tenancy on October 1, 2013. Alternatively, the tenant seeks a reduction in her monthly rent because the landlord has taken away a fundamental service provided for in her tenancy agreement, by reducing her cable and internet services to a basic package, without notice.

The landlord opposes the tenant's application, stating that the tenant is only entitled to basic cable and internet services, as that was the agreement at the beginning of this tenancy. The landlord stated that she is entitled to claim for the differential cost between the basic and extended cable and internet packages, from the tenant, who improperly set up the services.

Analysis

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties confirmed that they understood and agreed to all of the following terms as a final and binding settlement of all issues currently under dispute at this time for this tenancy:

1. The tenant withdrew her entire application, for an order to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided; an order to the landlord to provide services or facilities required by law; and authorization to recover the filing fee for this application from the landlord;
2. Both parties agreed that this tenancy will continue as per the current tenancy agreement signed on September 14, 2014, with the tenant being permitted to pay monthly rent in the total amount of \$1,000.00 in two installments of \$500.00 each, due on the 1st and 16th day of each month;
3. Both parties agreed that the tenant will make inquiries, as soon as possible, in order to take the following actions:
 - a. cancel the tenant's current cable and internet package at her own rental unit only, after which the tenant will return the cable and internet equipment to the company T directly, and thereafter, the tenant will setup her own cable and internet services with another company besides T at a cost which will be paid by the tenant in addition to the \$1,000.00 monthly rent; OR
 - b. setup an account with the company T under the tenant's own name, not the landlord's name, for separate cable and internet services at the tenant's rental unit only, a cost which will be paid by the tenant in addition to the \$1,000.00 monthly rent;

4. The landlord agreed to forego any legal rights and claims against the tenant with respect to recovering any costs or payments made by the landlord, to date, for cable and internet services provided to the tenant during this tenancy.

These particulars comprise the full and final settlement of all aspects of this dispute at this time for this tenancy for both parties.

Conclusion

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: December 30, 2014

Residential Tenancy Branch

