



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding LARLYN PROPERTY MGMT (BC) LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

OLC, PSF, MNDC, RR, FF

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* for an order to direct the landlord to comply with the *Act*, to provide services and to reduce rent. The tenant also applied for a monetary order for the cost of cable vision and for the recovery of the filing fee.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be decided

Is the cost of cable vision included in the monthly rent? Did the landlord remove a service that was provided to the tenant as per the tenancy agreement? Did the tenant incur costs to restore the service? Is the tenant entitled to compensation?

Background and Evidence

The tenancy started on March 01, 2000. The monthly rent at the start of the tenancy was \$485.00 and included cable vision. The ownership of the rental complex changed hands and the previous owner inadvertently cancelled the provision of cable vision to the building, effective November 01, 2014. The new landlord was unable to provide the identical entertainment package to the tenant, because it was no longer available

During the hearing, the reasons for the tenant's application for dispute resolution and possible solutions were discussed at length. During this discussion the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties 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 this hearing, the parties reached an agreement to settle their dispute under the following terms.

- The landlord agreed to provide the tenant with the equivalent of the cost of basic cable plus modem plus tax, by way of a monthly cheque made out to the tenant.
- The landlord agreed to pay this amount effective November 01, 2014.
- The tenant agreed to accept the equivalent cost of basic cable plus modem plus tax by way of a monthly cheque each month, in full settlement of his claim against the landlord
- Both parties acknowledged that they understood and agreed with the above terms of their agreement.

Conclusion

The tenant and the landlord have reached a settled agreement, as recorded above. This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this settled agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to seek remedy.

As this dispute was resolved by mutual agreement and not based on the merits of the case, I decline the tenant's request to recover the filing fee paid for this application

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 11, 2014

Residential Tenancy Branch

