



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RR, O

Introduction

This matter dealt with an application by the Tenant for a rent reduction for the loss of the cable TV service and for other considerations.

The Tenant said she served the Landlord with the Application and Notice of Hearing (the “hearing package”) by personal delivery on April 14, 2015. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenant’s hearing package as required by s. 89 of the Act and the hearing proceeded with both parties in attendance.

Issues(s) to be Decided

1. Is the Tenant entitled to a rent reduction for the loss of a service that is part of the tenancy agreement?

Background and Evidence

This tenancy started on March 1, 2011 as a month to month tenancy. Rent is \$654.71 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$325.00 on February 3, 2011.

The Tenant said the Landlord gave her Notice that the cable TV service will no longer be included in the rent. The Tenant continued to say the Landlord issued a Notice of Termination of Service or Facilities and in that notice the Landlord offered to reduce the Tenant’s rent by \$20.00. The Tenant said this is not enough to pay for basic cable or the cable package that the Tenant has at the present time. The Tenant said the cable package that she has at the present time is worth \$69.90 per month and this should be the amount of the rent reduction.

The Landlord said she researched basic cable costs and found a package for \$20.00 so that is why the rent reduction was \$20.00. The Tenant said that cable package was not available in the rent complex. The Landlord continued to say that she continued to research other cable packages and found packages between \$13.95 and \$34.95 per month. The Tenant said the \$13.95 package was not available in the rental complex and the \$34.95 package was an introductory price for 6 months which will increase to

\$39.95 on a three year contract. The Tenant said the cable package that she has now at \$69.95 should be the amount of the rent reduction.

The Landlord continued to say they have done many improvements at the rental complex since taking over the complex 2 years ago. As well the Landlord said the Tenant's rent has only increased by \$4.71 in 4 years so a rent reduction of \$69.95 for the loss of cable would not be fair to the Landlord. The Landlord continued to say they have made offers to settle this dispute but the Tenant has not accepted there offers. The Landlord said they are not disputing that there should be a rent reduction for the loss of the cable service, but the Landlord said it should be fair.

Analysis

Section 27 (1) of the Act says a landlord must not terminate or restrict a service or facility if

(a) the service or facility is essential to the tenant's use of the rental unit as living accommodation, or

(b) providing the service or facility is a material term of the tenancy agreement.

(2) A landlord may terminate or restrict a service or facility, other than one referred to in subsection (1), if the landlord

(a) gives 30 days' written notice, in the approved form, of the termination or restriction, and

(b) **reduces the rent in an amount that is equivalent to the reduction in the value of the tenancy agreement resulting from the termination or restriction of the service or facility.**

In this situation both parties agree there should be compensation for the loss of the cable TV service which is part of the tenancy agreement. The Landlord has given the Tenant a Notice of loss of service on the approved form and it provided 30 day notice. What is in dispute is the amount of the rent reduction. The Tenant is requesting \$69.95 to replace the existing cable package which is not a basic cable

package and the Landlord is offering \$20.00 which is the cost of a basic cable package that is not available. The parties agreed the \$20.00 cable package is not available in the rental complex therefore an amount must be determined for how much the tenancy has been devalued by the loss of the cable TV that was included in the original tenancy agreement.

From reviewing the evidence it appears there are cable packages from \$13.95 to \$69.95 that are available. There is no evidence from the cable companies that confirms what cable packages are available so I will rely on the testimony of the parties for that information. Both parties agree that the \$34.95 cable package is available in the rental complex and that this is an introduction price for 6 months and then the price will increase to \$39.95. As this is the only information that is available for the basic cable costs: I accept this is the value of basic cable service to the tenancy agreement. As the tenancy agreement only includes cable which I accept as basic cable service; I order a rent reduction of \$34.95 for 6 months and then an adjusted rent reduction of an addition \$5.00 for the remaining term of the tenancy. The rent reduction will start June 1, 2015.

Conclusion

I order a rent reduction of \$34.95 for 6 months and an additional rent reduction of \$5.00 in the 7th month and for the remaining term of the tenancy.

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: May 25, 2015

Residential Tenancy Branch

