



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Mainstreet Equity Corp.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes FF, MNDC, O, OLC

Introduction

This is an application brought by the tenant requesting a monetary order of \$208.57 and requesting that the landlord restore cable-television service.

Some documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All parties were affirmed.

Issue(s) to be Decided

The issues are whether or not the applicant has established a monetary claim against the respondent and if so in what amount, and whether or not to order the landlord to restore Cablevision services that have been discontinued.

Background and Evidence

The tenant testified that the landlords cut off her cable-television service which had been part of her tenancy since the beginning of her tenancy 23 years ago.

The tenant further testified that she had premium cable service and only paid for her extra sports channels and her digital box.

The tenant further stated that as a result of the landlords cutting off or cable she has had to pay for Cablevision totaling \$208.57 and wants an order for the landlord to reimburse that amount plus her filing fee of \$50.00 for total of \$258.57.

The landlord testified that they did cut off the tenants cable as they were unaware that it had been included in the tenancy agreement; however when they subsequently discovered cable had been included they agreed to reimburse the tenant a total of \$268.14 for the cost of basic cable from when it was disconnected through to the end of August 2015.

The landlord's further stated that they are not willing to reconnect the cable and in fact have given the tenant the official 30 day notice terminating or restricting a service or facility, that shows that her rent will be reduced by \$44.69 monthly starting September 1, 2015.

They did discover that the tenancy agreement does include Cablevision, however the tenancy agreement does not show that it was Premium cable service, nor has the tenant provided them any evidence that it was Premium cable service, and in fact in her testimony today she indicated that she paid extra for the extra channels and her digital box.

Analysis

It is my finding that the tenant has shown that Cablevision was included in the tenancy agreement right from the beginning of the tenancy; however the tenant has not met the burden of proving that it was Premium cable service. Therefore it is my finding that the tenant has only shown that the landlords were required to provide basic cable-television service.

Therefore at the time that the tenant applied for dispute resolution, the landlord had disconnected the service without the proper notice; however since then the landlord has served the tenant with the required notice terminating or restricting a service or facility and has agreed to reduce the rent by \$44.69, which is the cost of monthly basic cable-television service.

Section 27(2) of the Residential Tenancy Act states:

27 (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.

Therefore, since the landlord has now given the notice required under Section 27 and reduced the rent, I will not issue an order for the landlord to restore cable service.

It is however my finding that the landlords are liable for any costs that resulted to the tenant as a result of the disconnection of the cable service without the proper notice, and therefore since the amount being offered by the landlords exceeds the amount claimed by the tenant including the filing fee, I will issue an order for the landlords to pay the \$268.14 amount they have offered to the tenant.

Conclusion

The tenants request to have cable television service restored is denied.

I have issued an order for the landlord's to pay \$268.14 to the tenant.

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: July 29, 2015

Residential Tenancy Branch

