



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MAINSTREET EQUITY GROUP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OLC, MNDC, FF

Introduction

This hearing was convened as the result of the tenants' application for dispute resolution under the Residential Tenancy Act ("Act"). The tenants applied for an order requiring the landlord to comply with the Act, regulations, or tenancy agreement, a monetary order for money owed or compensation for damage or loss, and for recovery of the filing fee paid for this application.

The tenants and the landlord's agents (hereafter "landlord") attended, the hearing process was explained and they were given an opportunity to ask questions about the hearing process.

At the outset of the hearing, neither party raised any issues regarding service of the application or the evidence.

Thereafter all parties were provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and documentary evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Issue(s) to be Decided

Are the tenants entitled an order requiring the landlord to comply with the Act, monetary compensation, and to recovery of the filing fee paid for this application?

Background and Evidence

The tenant submitted that this tenancy started on March 13, 1989 and current monthly rent is \$782.00.

The evidence also showed that the landlord here purchased the residential property from the former landlord, and as of January 22, 2015, was the responsible landlord for this tenancy. The landlord submitted copies of the transaction papers.

In support of their application, the tenants submitted that a premium cable package has been included in their monthly rent since the beginning of the tenancy, as listed in the written tenancy agreement; however, when the new landlord took ownership of the residential property, they terminated the cable service, according to the tenants. The tenants submitted a copy of the written tenancy agreement showing that monthly rent included "cablevision".

The tenants seek to have the landlord restore the premium cable package service the previous landlord provided as part of their monthly rent

The tenants also seek monetary compensation of \$166.52 for reimbursement for the loss of their cable service after the landlord discontinued the cable service.

In response to the tenants' application, the landlord submitted that they were not provided written tenancy agreements from the previous landlord when they purchased the residential property and were therefore not aware that cable was provided with the tenants' monthly rent.

The landlord submitted further that they were unaware the tenants' monthly rent included cable service until they received the tenants' application and evidence as the tenants failed to communicate with them prior to filing for dispute resolution. The landlord submitted further that when they learned cable was a part of monthly rent, they offered the tenants a payment of \$178.76 as compensation for the cost of basic cable from May 1, 2015 through August 31, 2015. According to the landlord, although the tenants refused the payment, they do have the payment ready for the tenants.

The undisputed evidence at the hearing was that the landlord terminated the cable service to the tenants as of May 24, 2015.

Additionally, the landlord gave the tenants a Notice of Terminating or Restricting a Service or Facility, dated and served on July 17, 2015, informing the tenants that as of

August 31, 2015, the landlord will terminate the basic cable and reduce the monthly rent by \$44.69, the cost of basic cable. The landlord submitted a copy of the Notice and proof of the basic cable rate.

In rebuttal to the landlord's response, the tenants submitted that they were entitled to a premium cable package as they have had since the beginning of the tenancy and pursuant to the written tenancy agreement.

Analysis

Section 27(1) of the Act states that a landlord must not terminate a service or facility if it is essential to the tenant's use of the rental unit or the service is a material term of the tenancy agreement.

In the case before me, I am not persuaded that cable service is essential to the tenants' use of the rental unit, as this is only a way in which the tenants watch television, but does not hinder the use of any part of the rental unit otherwise.

Residential Tenancy Branch Policy Guideline #8 provides that a material term is a term that is of such importance that the most trivial breach of the term gives the other party the right to end the tenancy. I am not persuaded that the provision for cablevision was a material term of the tenancy agreement, as the tenants failed to demonstrate how this breach would give rise to a right to end the tenancy.

Section 27(2) states that if the service is not covered under Section 27(1) the landlord may terminate that service if the landlord gives 30 day's written notice, in the approved form, of the termination and reduces the rent in an amount that is equivalent to the reduction in the value of the tenancy agreement resulting from the termination of the service.

In the case before me, I find the landlord has provided the tenants the required written Notice on the approved form of the termination of the cable service as of August 31, 2015, that the landlord has submitted sufficient evidence of the value of the basic cable and reduced the monthly rent commensurate with that amount, beginning in September 2015. I do not find that the term "cablevision" includes a premium package and I therefore do not find that the tenants are entitled to be compensated for that cost.

Due to the above, I find that the landlord has complied with their requirements under the Act of providing sufficient notice to reduce the rent equal to the value of the cable

service, and I therefore dismiss the tenants' claim for such an order for landlord's compliance.

As to the tenants' monetary claim, I direct the landlord to provide the payment of \$178.76 for compensation of basic cable from May 1 through August 31, 2015, which was formerly offered to the tenants. While I have no reason to believe that the landlord will not provide such a payment, if for some reason the landlord has not provided such payment by August 31, 2015, the tenants may deduct \$178.76 from their next monthly rent payment, pursuant to section 62 of the Act.

As the tenants have not been successful with their application, I decline to award them recovery of their filing fee.

Conclusion

The tenants' application seeking an order requiring the landlord to comply with the Act is dismissed.

The landlord has been directed to make the previously offered payment of \$178.76 to the tenants as compensation for the loss of their cable service.

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: August 4, 2015

Residential Tenancy Branch

