



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** CNC, RR

### **Introduction**

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for cause and for a rent reduction for the loss of a service included in the rent as per the tenancy agreement.

The tenant testified that she served the notice of hearing on the landlord in person on May 18, 2016. The landlord responded by filing evidence in response to the tenant's claim. Despite having been served the notice of hearing, the landlord did not attend the hearing. The tenant attended the hearing and was given full opportunity to present evidence and make submissions.

### **Issue to be Decided**

Does the landlord have grounds to end this tenancy? Is the tenant entitled to a rent reduction?

### **Background and Evidence**

The tenancy began on April 08, 2015. A copy of the tenancy agreement was filed into evidence. The monthly rent is \$675.00 payable on the first day of each month and includes the cost of cable vision.

The tenancy agreement includes a clause that states *"Upon 30 days written notice, the landlord may change or remove any of these services, if the method by which they are supplied to the landlord changes."*

On February 26, 2016, the landlord served a notice to the tenant informing her that effective April 01, 2016; cable vision will no longer be included in the rent. The tenant testified that the landlord did not offer a rent rebate for the loss of the service. The landlord relied on the clause in the tenancy agreement to justify the discontinuation of the service to the tenant.

The tenant stated that she made some calls to the cable vision company but had not installed the service. The tenant did not provide proof of any out of pocket expenses to install cable vision because she has not yet incurred any.

Clause #29 of the tenancy agreement states that the tenant must carry sufficient insurance to cover her property against loss or damage from any cause and for third party liability.

On April 07, 2016, the landlord served the tenant with a notice reminding her that she was required to provide proof of tenant insurance. The tenant failed to do so. On May 03, 2016, the landlord served the tenant with a notice to end tenancy for cause. The reason for the notice was that the tenant had breached a material term of the tenancy agreement. The tenant disputed the notice in a timely manner.

### **Analysis**

In order to support the notice to end tenancy, the landlord must prove the grounds alleged as the reason for the notice to end tenancy. The landlord filed some evidence but did not attend the hearing. Without additional testimony and evidence to support the claim, the landlord has not met the burden of proof and therefore I allow the tenant's application and set aside the landlord's notice to end tenancy.

The tenant did not file sufficient evidence to support her claim for a rent reduction. I accept the tenant's testimony that she was not sure whether the tenancy would end or not and therefore did not pursue her intentions of reinstating cable vision. I dismiss this portion of the tenant's application with leave to reapply.

### **Conclusion**

The notice to end tenancy is set aside and the tenancy shall continue.

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: June 16, 2016

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Residential Tenancy Branch