



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC

Introduction

The Application for Dispute Resolution filed by the Tenant seeks a monetary order in the sum of \$806.62

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the landlord on August 30, 2016. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issue to be decided is whether the tenant is entitled to a monetary order and if so how much?

Background and Evidence

The tenancy began on May 1, 2014. The tenancy agreement provided that the tenant(s) would pay rent of \$750 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$375 prior to the start of the tenancy. The tenancy ended on September 30, 2016.

The tenant testified as follows:

- The tenancy agreement provided that the landlord would provide cablevision. A copy of the tenancy agreement was including.
- The landlord failed to provide a working cablevision.
- Eventually the tenants purchased their own cablevision. The tenants claims \$806.62 for the basic cablevision costs particulars are as follows:

- Cable expenses paid from December 20, 2014 to July 20, 2015 (8 months @ \$39.90 a month \$39.90 = \$319.20)
- Cable expenses paid for August 20, 2015 to February 20, 2016 (7 months @ \$43 per month = \$301.00)
- Cable expense from March 20, 2016 to June 20, 2016 (4 months @ \$25 per month + \$100)
- GST = \$36.01
- PST = \$50.41
- The tenant provided the Shaw Cablevision Statement of Account to confirm their claim.

The landlord disputes the tenants claim. She testified the tenant failed to tell her that the cablevision was not working.

Analysis

I determined that the tenancy agreement provided that cablevision is including with the rent. I further determined the landlord failed to provide cablevision and the amount claimed is supported by documentary evidence and is reasonable. The tenant provided a statement of account provided by Shaw Cable that confirms the tenant's claim. I do not accept the submission of the landlord that she is not responsible to compensate the tenant because the tenant failed to advise her. I determined the landlord is responsible to ensure she is providing the services set out in the tenancy agreement. Further, the tenant referred to e-mails where he is asking the landlord to provide WiFi and cablevision.

Conclusion

I ordered the landlord(s) to pay to the tenant the sum of \$806.62.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order of that Court.

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 19, 2016

Residential Tenancy Branch

