



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      RP, RR

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- an order to the landlord to make repairs to the rental unit pursuant to section 32; and
- an order to allow the tenant(s) to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65.

The tenant and the landlord attended the hearing. At the outset of the hearing, each party confirmed that they had received the other party's evidence. As neither party raised any issues regarding service of the application or the evidence, I find that both parties were duly served with these documents in accordance with sections 88 and 89 of the *Act*. Both parties were given full opportunity to give affirmed testimony and present their evidence.

### Preliminary Issue – Amendment of Tenant's Application to Include Order to Provide Services or Facilities

At the outset of the hearing the tenant clarified that in addition to an order for repairs he was seeking an order for the landlord to provide services or facilities required by law. In the details box of the tenant's application the tenant indicates the landlord cut most of his cable, therefore I find that the landlord should reasonably have known that the tenant was seeking an order to provide cable. In accordance with section 64(3) of the *Act*, I amend the tenant's application to include a request for an order to provide services or facilities.

### Preliminary Issue – Settlement of Repair Issue

During the hearing the landlord and tenant agreed that the bathroom fan as described by the tenant was not an electrical fan but rather a channel which allowed air to flow from the bathroom to the outside.

Section 63 of the *Act* provides that if the parties settle their dispute during a hearing the Director may record the settlement in the form of a Decision or an Order. Pursuant to the above provision, discussion between the parties during the hearing led to a settlement / resolution. Specifically, the parties agreed and confirmed as follows;

1. the tenant and landlord agree that maintenance will inspect the channel in the bathroom for blockage and remove any blockage no later than February 24, 2017.

The above comprise **full and final settlement** of the repair portion of the tenant's application. **This settlement agreement is final and binding on both parties.**

#### Issue(s) to be Decided

Is the tenant entitled to an order for the landlord to provide services or facilities required by law?

Is the tenant entitled to an order to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided?

#### Background and Evidence

As per the submitted tenancy agreement and testimony of the parties, the tenancy began on October 8, 2014 on a fixed term until January 31, 2015 at which time the tenancy continued on a month-to-month basis. Rent in the amount of \$668.17 is payable on the first of each month. The tenant remitted a security deposit in the amount of \$325.00 at the start of the tenancy. The tenant continues to reside in the rental unit.

The tenant testified that cablevision was included in his rent since his tenancy started in 2014 and the landlord restricted this service approximately three to five months ago. The tenant testified that he noticed a reduction in the channels provided and contacted the cable provider who informed him his cable package was changed from classic to basic. The tenant seeks the recovery of his classic package or a monthly rent reduction in the amount of \$76.00 to cover the cost of the classic cable package.

In reply, the landlord testified that the signed tenancy agreement does not indicate cable was a service included in rent, cable was provided in good faith. In September 2016, the cable provider advised the landlord the cable package previously provided was no longer available. The landlord contended that the cable service was not reduced to basic, the landlord obtained the package that most resembled the previous package

provided to the tenant. It is the landlord's position that cable services are still provided without charge to the tenant, albeit some channel changes due to the providers change in offerings.

### Analysis

Under section 27(2) of the *Act*, a landlord may terminate or restrict a non-essential service if the landlord gives 30 days written notice and reduces the rent in an amount that is equivalent to the reduction in value of the tenancy agreement.

In the case before me, I find that although the tenancy agreement did not stipulate cable was included in the rent, cable has been provided by the landlord since the start of the tenancy at no cost to the tenant. As the tenant has provided insufficient evidence to establish his cable was significantly reduced and on the basis that the tenant continues to receive cable services, I find the landlord has not restricted this service. Instead I find based on the evidence before me, that the cable provider has restricted the cable service parameters, and not the landlord. Based on the above, I dismiss the tenant's application for an order for the landlord to provide services or facilities required by law and order to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided.

### Conclusion

The tenant's application for an order for the landlord to provide services or facilities required by law and order to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided is dismissed without leave to reapply.

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: February 14, 2017

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Residential Tenancy Branch