



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RR

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for an order to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65.

The landlord did not attend this hearing which lasted approximately 30 minutes. The tenant attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The tenant testified that she served her application for dispute resolution dated December 30, 2016 (the "Application") and evidentiary materials on the landlord by registered mail on January 6, 2017. The tenant provided a Canada Post tracking number as evidence of service. In accordance with sections 88, 89 and 90 of the *Act*, I find that the landlord was deemed served with the tenant's Application and evidence on January 11, 2017, five days after mailing.

Issue(s) to be Decided

Is the tenant entitled to a reduction in rent for services or facilities agreed upon in the residential tenancy agreement but not provided by the landlord?

Background and Evidence

The tenant provided undisputed testimony regarding the following facts. This tenancy began in March, 2016. The monthly rent is \$900.00 payable on the first of each month. A security deposit of \$450.00 was paid by the tenant at the start of the tenancy and is still held by the landlord. There is no written tenancy agreement but the tenant gave undisputed affirmed testimony that she and the landlord agreed that certain amenities

are included in the rent. Amenities that are to be provided include laundry, electricity, heat and television.

The tenant testified that the rental unit is in a detached house with the landlord occupying the other unit in the building. The tenant said that the television service is provided under the landlord's account with a black box splitting the cable service into the tenant's rental unit. The tenant testified that the television service was connected on March 17, 2016, during the first month of the tenancy. She estimates she watches an average of four hours of television daily.

The tenant testified that she filed an application with the Residential Tenancy Branch for the landlord to make repairs to the rental unit in November. That hearing was scheduled for December 23, 2016. In early December, 2016 the tenant discovered that her television service was cut. The television would not receive any broadcasts and prompted her for an access code. The tenant called the landlord on December 8, 2016 to request the access code so that she could watch television. The tenant said that the landlord promised her he would look into this matter and tell her the code. The tenant followed up with the landlord in writing on December 14, 2016 requesting the television service be restored. The landlord has not provided any access codes to date. The tenant testified that she believes the landlord cut off her television in retaliation for her other application requesting repairs.

The tenant testified that she has spoken with the cable company and confirmed that there is no issue with the television service. She has been told that the account holder has cut off her access and she needs to enter an access code in order to be able to watch broadcasts. Because the television service contract is under the landlord's name the tenant has been told the landlord has the access code.

The tenant testified that most television bundle services are in the range of \$30.00-\$70.00 and says that the rent should be reduced by \$50.00 as an appropriate amount representing the loss of value of the tenancy with the television service removed.

Analysis

The tenant's application for rent reduction was made in accordance with the following provisions of section 65 of the *Act* which allows me to make an order regarding past and future rent:

65 (1) *Without limiting the general authority in section 62 (3) [director's authority respecting dispute resolution proceedings], if the director finds that a landlord or tenant has not complied with the Act, the regulations*

or a tenancy agreement, the director may make any of the following orders:...

(f) that past or future rent must be reduced by an amount that is equivalent to a reduction in the value of a tenancy agreement;...

Section 27 of the Act establishes the basis for a landlord to terminate or restrict services or facilities with respect to a tenancy:

27 *(1) A landlord must not terminate or restrict a service or facility if*

(a) the service or facility is essential to the tenant's use of the rental unit as living accommodation, or

(b) providing the service or facility is a material term of the tenancy agreement.

(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.

I accept the tenant's undisputed testimony that providing television services is a term of the tenancy agreement. I accept the tenant's testimony that television was specifically mentioned by the landlord as being included in the tenancy agreement. I find the fact the landlord arranged for the hardware to provide television services at the start of the tenancy to indicate he was aware of the importance of television to this tenancy. I also find that the tenant utilized the television service on a regular basis and would watch broadcasts for several hours each day. I accept the tenant's evidence that television is a significant source of entertainment, information and relaxation for the tenant.

I find that the landlord has restricted the television service without providing notice to the tenant or reducing the rent pursuant to section 27 (2). I accept the tenant's undisputed evidence that the value of the tenancy is reduced by \$50.00 resulting from a loss of the television services. Therefore, I order that the monthly rent for this tenancy is reduced by \$50.00, commencing February 1, 2017.

Conclusion

I allow the tenant to reduce the monthly rent by an amount of \$50.00. The monthly rent payable is reduced from \$900.00 to \$850.00 effective February 1, 2017. I order that the tenant's rent return to the normal monthly amount required by the tenancy agreement and the *Act* in the month following the reinstatement of television services.

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 1, 2017

Residential Tenancy Branch