



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 1119118 BC LTD.
and [tenant name suppressed to protect privacy]

PRELIMINARY HEARING – INTERIM AND FINAL DECISION

Dispute Codes OLC, RR, FF

Introduction

This matter involves six Tenant Applications for Dispute Resolution, under the *Residential Tenancy Act* (the “Act”). This hearing dealt with the tenants’ joint applications pursuant to the *Residential Tenancy Act* (the Act) for the following:

- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62;
- an order to allow the tenants to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65; and
- authorization to recover their filing fees for this application from the landlord pursuant to section 72.

The Tenants all provided written instructions that they agreed to have their applications joined. In doing so, they waived their right to individual hearings if necessary, as their concerns were identical. Each of the tenants confirmed these wishes at the preliminary hearing.

At the preliminary hearing, all of the Tenants agreed that the Lead Tenant (identified on the cover page of this decision) would represent them. The Lead Tenant also agreed to provide copies of Decision to all the Tenants involved in these applications. The Lead Tenant also agreed to serve the Landlord with a copy of this Decision.

All Tenants involved in this dispute and the landlord’s representative appeared at this preliminary hearing. All of those in attendance confirmed that they had received notification of this preliminary hearing mailed to them by the Residential Tenancy Branch on July 21, 2017. In the Notice of a Preliminary Hearing sent to the parties, information was provided as to the nature of the Preliminary Hearing, including the possibility that the concerns in dispute might be resolved as outlined below:

...The arbitrator also has the delegated authority to give legal effect to any settlement reached between the parties, in which case no further hearings would be necessary. At the preliminary hearing, the arbitrator may attempt to assist the parties to settle their dispute, an option that many parties find preferable to a formal hearing...

Although this was a preliminary hearing, the landlord confirmed that he was aware of the following issues in dispute, as the tenants had raised these with him and his wife a number of times prior to this preliminary hearing.

Issues(s) to be Decided

Was the notice provided to the tenants of the landlord's intention to withdraw cable television services from their tenancy agreement in accordance with the provisions of paragraph 27(2)(a) of the *Act*?

Is the amount of the monthly rent reduction identified by the landlord the correct amount that should be reduced from the tenants' rent for the loss in value of the tenancy as a result of the withdrawal of the cable television service previously provided as part of their tenancy agreements with the previous owner of this rental property?

Background and Evidence

Although this was scheduled as a preliminary hearing, the parties were able to resolve their dispute in accordance with section 63 of the *Act*. For that reason, I have outlined some of the background to the claims submitted as follows.

The landlord advised that the numbered company listed as the Respondent purchased this 17 unit rental building as of May 31, 2017. The six tenants involved in this application all had tenancy agreements with the previous owner of this building in which "Cablevision" was included in their monthly rent.

The landlord gave undisputed sworn testimony that the Respondent had purchased the property with a written guarantee from the previous owner that the previous owner would be responsible for any loss in value of tenancy agreements resulting from the purchaser's withdrawal of the cablevision service to the existing tenants. The new purchasers were surprised when they took possession of the property on May 31, 2017 that the previous owners had not undertaken measures to advise the tenants of their intention to withdraw cablevision service as part of the tenancy agreements in the building.

After taking possession of the property and learning that the previous owners had been remiss in commencing the process to withdraw cablevision service to the tenants, the Respondent company sent all tenants in the building a letter on June 14, 2017, which included notification that their monthly rent would be reduced by \$25.00 “as compensation for the cable service being removed.” The tenants gave undisputed sworn testimony that they lost their cable television service as of June 1, 2017.

The landlord maintained that the tenants were only entitled to a monthly reduction of \$25.00, the amount cited as the basic cable television service, including the provision of 39 channels. The tenants maintained that the cable service they lost was a “Level 3” service, which would now cost a total of \$85.12 each month to replace.

At the hearing, the landlord confirmed that no official notice using the required Residential Tenancy Branch form, Form #RTB – 24, had been provided to the tenants to advise them of the landlord’s intention to terminate the previous cablevision service that had been provided to the tenants. He did not dispute the tenants’ claim that the service was discontinued immediately after the landlord’s company became owners of the rental property and without providing the necessary 30 days written notice to do so.

Consideration of how best to proceed with this matter was also complicated by the parties’ testimony that on August 24, 2017, the landlord had issued 2 Month Notices to End Tenancy for Landlord (the 2 Month Notices) to all 17 tenants in this building requiring them to vacate the premises by October 31, 2017. The landlord gave undisputed sworn testimony that major renovations are planned, and that his company has obtained the necessary permits to undertake this extensive work requiring the building to be vacated.

Analysis

Pursuant to section 63 of the *Act* and as referenced in the Notice of Preliminary Hearing, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. Under these somewhat unusual circumstances in which these tenancies may be ending under a separate and subsequent Notice to End Tenancy, even before a hearing could be scheduled to address the dispute properly before me, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

All parties in attendance reached an agreement to a settlement of all issues arising out of the tenants’ applications under the following final and binding terms:

1. The Respondent agreed to pay \$366.00 to each of the Applicants within 15 days of the latter of either the end of the Applicants' tenancies or the date when the Applicants provide their forwarding addresses in writing to the Respondent.
2. The Applicants agreed to withdraw their applications for dispute resolution regarding the removal of the cablevision service from their tenancy agreements.
3. All parties in attendance agreed that they freely entered into this settlement agreement as a final and binding resolution of all issues arising out of these applications and the Respondent's withdrawal of cablevision services that were previously included in the tenancy agreements for the Applicants' tenancies.

Conclusion

To give legal effect to the settlement reached between the parties and as discussed at the hearing, I order the Respondent to pay each of the Applicants \$366.00 in accordance with the terms outlined in Clause 1 of the above-noted settlement agreement. In the event that this does not occur, I am issuing monetary Orders in that amount to each of the Applicants to be used only in the event that the Respondent does not comply with the terms as set out in Clause 1 of this settlement agreement. The Applicants are provided with these Orders in the above terms and the Respondent must be served with these Orders as soon as possible after the expiration of the 15-day period identified in Clause 1 of this settlement agreement. Should the Respondent fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders of that Court.

The tenants' applications are withdrawn. These tenancies continue until ended in accordance with the *Act*.

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 31, 2017

Residential Tenancy Branch