



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, MNDCT, FFT

Introduction

This hearing dealt with an Application for Dispute Resolution (the “Application”) filed by the Tenant under the *Residential Tenancy Act* (the “Act”), seeking to cancel a One Month Notice to End Tenancy for Cause (the “One Month Notice”), a Monetary Order for money owed or compensation for damage or loss, and recovery of the filing fee.

The hearing was convened by telephone conference call and was attended by the Landlord and the Tenant, both of whom provided affirmed testimony. The parties were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

I have reviewed all evidence and testimony before me that was accepted for consideration in this matter in accordance with the Rules of Procedure. However, I refer only to the relevant facts and issues in this decision.

At the request of the parties, copies of the decision will be e-mailed to them at the e-mail addresses provided in the hearing.

Preliminary Matters

At the outset of the hearing I identified that although the Tenant had applied to cancel the One Month Notice, a copy was not provided before me for consideration. The parties confirmed that the One Month Notice had not been served on the Tenant and the Tenant testified that in any event, she had vacated the rental unit on December 1, 2017. As a result the Tenant withdrew her Application seeking cancellation of the One Month Notice.

Issue(s) to be Decided

Is the Tenant entitled to a Monetary Order for money owed or compensation for damage or loss, and recovery of the filing fee pursuant to section 67 and 72 of the Act?

Background and Evidence

The tenancy agreement in the documentary evidence before me indicates that the tenancy began on February 10, 2010, that rent in the amount of \$1,300.00 was due on the 15th day of each month, and that the monthly rental period for the tenancy ran from the 15th day of one month to the 14th day of the following month. The tenancy agreement indicates under section three, that the following utilities and services were included in the cost of rent: water, electricity, heat, cable, laundry, garbage collection, and parking for one vehicle. The tenancy agreement also indicates that a security deposit in the amount of \$650.00 was paid by the Tenant at the start of the tenancy, which the parties agreed was returned to the Tenant when she vacated the rental unit on December 1, 2017.

The Tenant testified that on October 14, 2017, the Landlord advised her that she was selling the house in which the Tenant's rental unit was located. The Landlord did not dispute this testimony. The Tenant stated that as a result of this conversation, she believed that she had no choice but to move and subsequently gave written notice to the Landlord on November 15, 2017, that she was moving out of the rental unit on December 1, 2017. The Landlord confirmed receipt of this written notice and both parties agreed that the Tenant was charged and paid full rent in the amount of \$1,300.00 for the rental period of November 15, 2017 – December 14, 2017.

The Tenant requested the reimbursement of the rent paid for the period of December 2 - December 14, 2017, as she moved out of the rental unit on December 1, 2017. The Landlord argued that the Tenant gave less than one full month's written notice that she was ending the tenancy and therefore owed full rent for the period of November 15 – December 14, 2017.

The Tenant also sought a monetary compensation for the loss of cable and telephone services at a cost of \$100.00 a month (\$50.00 a month per service lost). The tenancy agreement indicates that cable is included in the cost of rent and the Landlord did not dispute this fact. However, the parties disagreed about whether cable was disconnected. The Tenant testified that she was advised on August 17, 2018, that the cable would be cancelled and that there was no discussion regarding the reduction of

her rent as a result of this disconnection. As a result, the Tenant is seeking \$50.00 a month for the loss of cable for September, October, November and December, 2017.

The Landlord acknowledged that a conversation took place in August regarding the cable services provided to the Tenant under the tenancy agreement; however, she stated that this conversation related to a possible change in the channels provided, not the disconnection of the cable. The Landlord testified that the Tenant advised her that she did not watch TV now that her daughter had moved out and therefore did not care which channels were provided. The Landlord stated that the cable service is still in place and therefore the Tenant is not entitled to any compensation. Further to this, the Landlord testified that the cost for cable is only \$45.00 plus tax a month for the entire house and argued that even if the cable had been disconnected, which it was not, the Tenant would not be entitled to \$50.00 a month for this loss as that is more than the total monthly cost of cable for the entire house of which the Tenant only rents the basement suite. In support of her testimony, the Landlord provided copies of the cable bills.

The Tenant also sought compensation for the loss of phone services at a cost of \$50.00 per month for November and December, 2017. The Tenant stated that she was advised by the Landlord in October that the phone line in her unit would be disconnected and that she therefore returned the phone to the Landlord at the end of October, 2017.

The Landlord acknowledged that there was a courtesy phone in the Tenant's rental unit and that the Tenant was advised in October that the phone would be disconnected. However, the Landlord argued that the cost of the phone was never included in the cost of rent. In support of this testimony the Landlord pointed to the tenancy agreement which does not indicate that a phone or phone line is included in the cost of rent. The Landlord testified that the total monthly cost for the phone line was only \$10.00 plus tax a month. In any event, the Landlord testified that the phone actually remained in service until January of 2018, after the Tenant had already vacated the rental unit. The Landlord therefore argued that even if the phone had been disconnected during the tenancy, which it was not, and even if the phone had been included in the rent, which it was not, the Tenant would not be entitled to \$50.00 a month for this loss as that is more than the total monthly cost of phone. As a result, the Landlord testified that the Tenant is not entitled to any compensation for the loss of the phone and provided a copy of the phone bill in support of her testimony.

Analysis

Section 45 of the *Act* states that a tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that is not earlier than one month after the date the landlord receives the notice and is the day before the day in the month that rent is payable under the tenancy agreement.

Given that the Tenant did not provide the Landlord with written notice that they were ending their tenancy until November 15, 2017, and the fact that the rental period for the tenancy runs from the 15th of the month to the 14th of the following month, the earliest date that the Tenant could have lawfully ended the tenancy based on this written notice was January 14, 2018. Although the Tenant vacated the rental unit on December 1, 2017, they failed to give the Landlord proper notice that they were ending the tenancy pursuant to section 45 of the *Act*. As a result, I find that the Tenant was responsible to pay full rent for the rental period commencing November 15, 2017, and ending December 14, 2017, and the Tenant's monetary claim for reimbursement of rent is dismissed without leave to reapply.

Although the parties agreed that cable was included in the cost of rent, they provided contradictory testimony regarding whether the Tenant was ever advised that the cable would be disconnected or that the cable was actually disconnected. The Landlord provided documentary evidence in the form of cable bills up to and including December 31, 2017, which support her testimony that the cable was never disconnected. As the Tenant's rental unit is in the basement of the home owned and occupied by the Landlord, and the cable bills establish that cable services are being provided to the entire home at one cost, it stands to reason that there would have been no advantage for the Landlord to have advised the Tenant that the cable was being disconnected when it has remained in service. As result, I find the Landlord's testimony that the Tenant was never advised that the cable would be disconnected is accurate and reliable. Based on the above, I dismiss the Tenant's monetary claim for the loss cable service without leave to reapply.

Although the Tenant has also made a monetary claim for the loss of phone services, the tenancy agreement in the documentary evidence before me does not state that a phone or phone line is included in the cost of rent. Given that the tenancy agreement clearly outlines under section three, numerous other services and facilities that are included in the cost of rent, such as laundry, heat, electricity, water, and cable, I find that the absence of the inclusion of a phone or phone line in this section is clear evidence that a

phone or a phone line is not included in the cost of rent. I therefore dismiss the Tenant's monetary claim for the loss of phone service without leave to reapply.

As the Tenant was not successful on any of her claims, I decline to grant her recovery of the filing fee.

Conclusion

The Tenant's Application is dismissed in its entirety 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 13, 2018

Residential Tenancy Branch