



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

Dispute Codes: MNDC OLC, RR

Introduction

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. An order that the landlord provide services or facilities required by the tenancy agreement or law.
- b. An order for a monetary order in the sum of \$433.61
- c. An order for the reduction of rent for repairs, services, or facilities agreed upon but not provided

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 filed by the Tenant was served on the landlord by mailing, by registered mail to where the landlord resides. I find that the Amended Application for Dispute Resolution filed by the Tenant was sufficiently served on the landlord by mailing, by registered mail to where the landlord resides. With respect to each of the applicant's claims I find as follows:

Issues to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to a monetary order and if so how much
- b. Whether the tenant is entitled to an order that the landlord provides services or facilities required by the tenancy agreement or law.
- c. Whether the tenant is entitled to an order for the reduction of rent for repairs, services or facilities agreed upon but not provided?

Background and Evidence:

The tenancy began on February 1, 2014. There is a dispute between the parties as to whether there is a written agreement. The tenant testified the tenancy agreement was

oral. The landlord testified it was in writing. However the landlord was not able to provide a copy of the tenancy agreement. She testified she has looked for it but was not able to find it. The present rent is \$644.80 per month payable in advance on the first day of each month. The Tenant paid a security deposit of \$275 at the start of the tenancy.

The tenant testified the parties discussed and the landlord agreement that she would have cablevision service for her room which would be included with her rent. Witness #1 who provided evidence on behalf of the tenant testified she was present when the initial discussions were held and she confirmed the tenant's version of events. The tenant has enjoyed the cablevision service to her room until the cablevision service was cut on December 26, 2017.

The landlord disputes this. She testified the agreement was that cablevision was provided for the house but not the room. The landlord was not able to produce a copy of the tenancy agreement or the Craigslist advertisement that provided for this. The landlord testified the tenant has been taking advantage of a cablevision package provided by another tenant. The tenant has left and it is no longer available.

The landlord testified cablevision is provided to the house and can be provided to the tenant's room for an additional cost of \$25 a month. Another tenant is paying this sum.

Analysis

After carefully considering all of the evidence I determined that the oral tenancy agreement provided that the tenant would have cablevision available in the room as part of the rent and that the landlord wrongfully failed to provide this service starting in late December. The landlord testified that she is operating a business and is not in the business of providing services that are not paid for. The landlord failed to prove her version of the agreement. It was open for the landlord to clearly state the extent of the cablevision service in a written tenancy agreement. The landlord failed to provide a copy of the written tenancy agreement and failed to provide sufficient evidence to prove that the cablevision service was limited to the living room area only.

As a result I ordered that the landlord reinstate the cablevision service to the tenant's room, the provision of cablevision is part of the rent and the landlord is not permitted to charge the tenant extra for this service.

I determined the tenant has been without this service for just over 2 months. It has significantly affected her enjoyment of the rental property. I determined the tenant is

entitled to compensation in the sum of \$100 for the reduction in the value of the tenancy for the 2 month period such sum may be deducted from future rent.

Application for a monetary order:

Policy Guideline #16 includes the following:

C. COMPENSATION

The purpose of compensation is to put the person who suffered the damage or loss in the same position as if the damage or loss had not occurred. It is up to the party who is claiming compensation to provide evidence to establish that compensation is due. In order to determine whether compensation is due, the arbitrator may determine whether:

- a party to the tenancy agreement has failed to comply with the Act, regulation or tenancy agreement;
- loss or damage has resulted from this non-compliance;
- the party who suffered the damage or loss can prove the amount of or value of the damage or loss; and
- the party who suffered the damage or loss has acted reasonably to minimize that damage or loss.

Many of the monetary claims made by the Tenant are speculative and the tenant has not actually incurred those expenses. They would become relevant if the cablevision was not restored and the Tenant paid to have cablevision installed. Further, the tenant has a duty to mitigate her loss. The landlord stated that cablevision is available to her room provided she paid an additional \$25 charge. With respect to each of the monetary claims I find as follows:

- a. I dismissed the tenant's claim of \$300 for the cost of reconnecting to her room. The tenant has not incurred this expense. It would only become relevant if the landlord failed to re-connect.
- b. I dismissed the tenant's claim of \$74.73 for regular monthly cable charges as the tenant has not incurred this expense.
- c. I dismissed the tenant's claim of 23.54 for a Netflix subscription as this is an upgrade that the landlord is not responsible to pay.
- d. I dismissed the claim of \$34.92 for a laptop sound card as this is an upgrade the landlord is not responsible to pay.
- e. I dismissed the claim of \$47.58 for 4k wireless PVR as this claim has not been proven.

Conclusion

I ordered that the landlord reinstate the cablevision service to the tenant's room, the provision of cablevision is part of the rent and the landlord is not permitted to charge the tenant extra for this service. I further ordered that the landlord pay to the tenant the sum of \$100 for the reduced value of the tenancy such sum may be deducted from future rent.

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 final and binding on both parties.

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 28, 2018

Residential Tenancy Branch