



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding METCA MANAGEMENT TEAM
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes FFT, MNDCT, OLC, PSF

Introduction

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

- a monetary order for money owed or compensation for damage or loss under the *Act*, *Regulation* or tenancy agreement, pursuant to section 67;
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62
- an order to allow the tenant(s) to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65; and
- authorization to recover the filing fee for its application from the tenant, pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. The parties acknowledged receipt of evidence submitted by the other.

Issue to be Decided

Is the tenant entitled to a monetary order for compensation?

Is the tenant entitled to an order compelling the landlord to comply with the Act, regulation or tenancy agreement?

Is the tenant entitled to a rent reduction as a result of the landlord not providing services or facilities as required?

Is the tenant entitled to recover the filing fee for this application from the landlord?

Background, Evidence

The tenant gave the following testimony. The tenancy for the subject unit began on June 1, 1998. The tenant testified that he lived in a different unit from December 1, 1994 to May 31,

1998 in the same building. The tenant testified that he has always been provided satellite television with a cable component as a part of his tenancy at no additional cost. The tenant testified that in October 2017 the landlord sent him a letter advising that the service would be discontinued, which it was on January 31, 2018.

The tenant testified that when he attended at the "Rentalsmans Office", he was advised that he should request how much it would cost him per month for the past 22 years of residing at this location as compensation and came to an amount of \$32,750.00. The tenant testified that the landlord terminated the service without providing the proper notice on the proper form. The tenant testified that he seeks a rent reduction of \$100.00 to \$125.00 from this point forward to compensate for the cost to replace cable.

Counsel for the landlord advised that he was fully instructed and gave the following submissions. Counsel submits that the tenancy agreement signed by the tenant does not include cable. Counsel submits that the landlord did not administrate or provide the satellite and cable package to the tenants; Counsel submits that the provider dealt directly with tenants. Counsel submits that the tenant should not be entitled to any compensation. Counsel submits that the landlord offered a fifteen dollar a month reduction out of good will towards the tenant for his long tenure as a gratis.

Analysis

While I have turned my mind to all the documentary evidence and the testimony of the parties and witness SP, not all details of the respective submissions and arguments are reproduced here. The principal aspects of the tenant's claim and my findings around each are set out below.

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. **In order to claim for damage or loss under the Act, the party claiming the damage or loss bears the burden of proof.** The claimant must provide **sufficient evidence of the following four factors**; the existence of the damage/loss, that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party, the applicant must also show that they followed section 7(2) of the *Act* by taking steps to mitigate or minimize the loss or damage being claimed, and that if that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage.

Compensation \$32, 750.00

In the tenants' own testimony he advised that he was confused by the information he was given when attending at the Branch in regards to the claim and only put it down based on the information officers' suggestion. The tenant testified that he has had satellite and cable service since his original move in date until January 31, 2018. Based on the tenant's own admission, I

hereby dismiss this portion of the tenants' application for lack of sufficient evidence to show that he is entitled to the compensation amount as claimed.

As for the balance of the tenant's application, he has not been successful for the following reasons. The tenant testified that he had "lots of papers" to prove his claim, but he did not submit them for this hearing. The tenant gave much anecdotal information without documentation to support those claims. The landlord provided a tenancy agreement that shows that cable was not included in the rent, to which the tenant signed at the outset of the tenancy and confirmed during the hearing was a valid document.

Based on the above, the tenant has not provided sufficient evidence to show that cable was part of his tenancy agreement. As a result of that finding, I dismiss the tenant's application in its entirety without leave to reapply.

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: March 28, 2018

Residential Tenancy Branch