



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC RR PSF

Introduction

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

- authorization to recover a monetary award for loss under the tenancy agreement pursuant to section 67 of the *Act*;
- an Order directing the landlord to provide services required by law or the tenancy agreement pursuant to section 27; and
- a reduction in rent pursuant to section 65 of the *Act*.

Both the tenant and the landlord attended the hearing. The landlord was represented at the hearing by counsel A.C. The attending parties were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

The landlord confirmed receipt of the tenant's application for dispute resolution, while both parties confirmed receipt of each other's evidentiary packages. I find that both parties were duly served with these documents in accordance with the *Act*.

Issue(s) to be Decided

Can the tenant recover a monetary award?

Is the tenant entitled to a reduction in rent?

Can the tenant recover the filing fee?

Background and Evidence

Testimony was presented at the hearing by the tenant that this tenancy began on November 1, 1996. Rent is currently \$1,337.40 and a security deposit of \$425.00 paid at the outset of the tenancy continues to be held by the landlord.

The tenant is seeking a monetary award of \$6,510.00, along with an ongoing reduction of rent. The tenant explained that he sought a monetary award in this amount because the landlord had failed to provide him with cable television and use of a security camera as per the terms of their tenancy agreement and the accompanying schedule to the lease. The tenant provided considerable oral submissions that centered on his interpretation of section 27 of the *Act*, along with a review of the tenancy agreement and schedule A to the lease entered into between the parties. The tenant said that television services were made unusable and discontinued by the landlord as of January 20, 2014 and that his security camera stopped working on February 1, 2018.

A review of the tenancy agreement entered into by the parties on October 22, 1996 shows that rent included the following items: window coverings, fridge, heat, electricity, stove, water, sewage disposal, carpets, washer and dryer in common room and garbage collection. Schedule A to the Lease, also entered into by the parties on October 22, 1996 notes, "there are two television cable outlets in each suite. One is for the satellite stations provided by the Management. DO NOT DISCONNECT this outlet for any reason. To do so disconnects the surrounding suites and a service call to reconnect them will be charged to you. The other connection is for Cablevision to be arranged by you with your local cable company." The tenancy agreement and Schedule A are silent on any issue related to security cameras. The tenant confirmed that he had never contacted an outside service provider and instead accessed television from the stations provided by the Management.

The landlord argued that the television services provided to tenants was given by a third party who discontinued its TV services. A letter dated October 29, 2017 from the television provider reads as follows, "You are receiving this notification because you live at L.V.A. and receive courtesy CableNet cable TV service. Effective immediately, Urban is announcing the discontinuation of the CableNet Cable TV service. The last day of CableNet cable TV service will be November 30, 2017. CableNet Cable TV service is being discontinued as we are no longer able to repair the aging cable TV infrastructure and key replacements parts are no longer available."

A letter dated November 24, 2017 from the landlord to the tenant stated, that "we advise that the subject letter was not generated by the landlord and we do not administer

Urbanfibre. We are following up with Urbanfibre with respect to service and will respond once we have further information.”

Another letter was provided to the tenant from the landlord on November 30, 2017. This letter detailed the information previously provided to the tenant regarding a discontinuation of services from CableNet and said, “we are currently looking at other options to provide you with similar services or compensation and will be letting you know as soon as everything has been finalized.”

On January 24, 2018 the tenant was given a rental discount of \$15.00 per month in reflection of a loss of courtesy basic cable. This letter informed the tenant that he could access a 12 month contract with Telus for \$150.00 plus applicable taxes, or that cable television could be accessed through a server of his choosing.

Analysis

Section 27 of the *Act* states, “A landlord must not terminate or restrict a service or facility if the service is essential to the tenant’s use of the rental unit as living accommodation, or providing the service or facility is a material term of the tenancy agreement.” This section continues by noting at subsection (2), “A landlord may terminate or restrict a service or facility, other than one referred to in subsection (1), if the landlord gives 30 days’ written notice, in the approved form, of the termination or restriction, and 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.”

The parties attending the hearing presented conflicting views on whether the cable television service provided to the tenant was a material term of the tenancy. The tenant argued that Schedule A to the Lease contained a clause which provided for television services as is noted by the portion of Schedule A noting, “satellite stations provided by the Management.” The landlord disputed that these services were provided by the landlord, highlighting the fact that the free television service was given to the residents by an outside third party, that compensation in the form of a rent reduction was already provided to the tenant in recognition of some loss, and that section 3 of the Tenancy Agreement did not include Cablevision as a utility provide by the landlord.

After having considered the testimony of both parties and having carefully reviewed all of the documents associated with the tenancy, I find that the landlord did have some responsibility to adhere to section 27(2) of the *Act* and to reduce the tenant’s rent by 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. Schedule A to the Lease clearly states “satellite stations provided by the Management.” While I appreciate that this technology may be outdated and either no longer exists or is difficult to find, the landlord allowed a third party service provider to halt television to the tenants with minimal compensation.

I find the tenants application for a monetary award to be excessive, as the television which was discontinued was a free service, and steps have already been taken by the landlord to reduce the tenant’s rent by \$15.00 per month. An award closer to the rental reduction already given to the tenant by the landlord would be more appropriate as it would allow the tenant to access television services either through the internet or via a basic cable package that he could arrange on his own. I therefore, order the landlord to reduce the tenant’s rent by a further \$15.00 per month starting September 1, 2018. A rental increase will only be allowable pursuant to section 42 of the *Act*, and in accordance with previously established timelines related to past rental increases.

Conclusion

The tenant’s application for a monetary award is dismissed. The tenant’s rent is to be reduced by \$15.00 per month, commencing September 1, 2018.

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: July 18, 2018

Residential Tenancy Branch