



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNDC, RR

Introduction

This hearing dealt with an application by the tenant, pursuant to the *Residential Tenancy Act*. The tenant applied for compensation for loss under the *Act*. The tenant also applied for a rent reduction for the loss of a service. Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The tenant represented himself. The landlord was represented by their agents.

As both parties were in attendance I confirmed service of documents. The landlord confirmed receipt of the tenant's evidence and stated that he had not filed any of his own evidence. I find that the landlord was served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

At the start of the hearing the tenant informed me that the service he was seeking compensation for was restored and he wished to withdraw his application for a rent reduction. Accordingly this hearing only dealt with the tenant's application for compensation for loss under the *Act*.

Issues to be decided

Is the tenant entitled to compensation?

Background and Evidence

The parties agreed that the tenancy started on June 01, 2013 and the current monthly rent is \$450.00 payable on the first of each month. Cable TV is included in the rent. The tenant stated that sometime in late April he noticed that there was a reduction in the number of channels available on Cable TV. The tenant contacted the landlord and informed him of the issue. The tenant requested a rent reduction and the parties discussed options but were unsuccessful in resolving the dispute.

The tenant made application for dispute resolution on May 02, 2019. The tenant agreed that the service was restored on May 13, 2019 and is applying for compensation for the period of April 08 to May 13, 2019 during which time, the full service was unavailable.

The tenant provided a detailed calculation of the difference in cost of the full and reduced cable package for the period that he was without full cable service. The tenant based this calculation on the cost of services provided to individuals

The landlord testified that he provides cable services to all tenants in the building by way of a bulk TV package and it is included in the rent. The landlord stated that the contract came up for renewal and he was unaware that the channels were reduced until the tenant informed him. The landlord stated that he acted on the tenant's request and had the full service restored. The landlord stated that he did not receive any cost reduction from the cable company for the reduced service.

The tenant has applied for \$38.37 for the difference in cable services plus \$8.25 for the cost of printing his evidence.

Analysis

Based on the sworn testimony of both parties, I find that the cable service was reduced for a period of approximately five weeks. I further find that the landlord took immediate action to have the service restored.

Residential Tenancy Policy Guideline# 22 states that where there is a termination or restriction of a service or facility for some time, through no fault of the landlord or tenant, an arbitrator may find there has been a breach of contract and award compensation. In this case I find that a breach of contract occurred resulting in inconvenience to the tenant and a reduction of the value of the tenancy. Therefore I find that the tenant is entitled to compensation for the days that he suffered the loss of cable TV channels.

In determining the amount by which the value of the tenancy has been reduced, I take into consideration the seriousness of the situation and the length of time over which the situation has existed. A tenant may be entitled to reimbursement for loss of use of a facility even if the landlord made every effort to minimize disruption.

In this case the tenant stated that he was hospitalized in April and only found out about the reduced number of channels at the end of April. The full package was restored on May 13, 2019 and therefore the tenant was inconvenienced for approximately two weeks.

I accept the landlord's testimony that he received no financial gain from the reduced channel bulk TV package. I also find that the landlord had the service restored in a timely manner.

Residential Tenancy Policy Guideline #16 states that an arbitrator may award "nominal damages" which are a minimal award. These damages may be awarded where there has been no significant loss, but they are an affirmation that there has been an infraction of a legal right.

Based on the sworn testimony of both parties, I find that the tenant has not proven negligence on the part of the landlord but has proven that he was inconvenienced by the loss of the TV channels for approximately two weeks. Therefore I find that the tenant is entitled to nominal damages.

The amount of \$38.37 is based on approximately five weeks of a reduced channel TV package. Since I find that the tenant was inconvenienced for approximately two weeks and the landlord did not receive any financial gain from the change, I find it appropriate to award the tenant half his claim in the amount of \$19.18 as a minimal award for the inconvenience suffered.

The legislation does not permit me to award any litigation related costs other than the filing fee. Accordingly the tenant's claim of \$8.25 for the cost of printing is dismissed.

Conclusion

Overall the tenant has established a claim of \$19.18. The tenant may make a one-time deduction of this amount from rent due on July 01, 2019.

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: June 13, 2019

Residential Tenancy Branch