



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      **MNDCT, CNR, PSF, FFT**

### **Introduction**

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

- cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent (the "10 Day Notice") pursuant to section 46;
- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- an order to the landlord to provide services or facilities required by law pursuant to section 65; and
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

The landlord did not attend this hearing which lasted approximately 10 minutes. The teleconference line remained open for the duration of the hearing and the Notice of Hearing was confirmed to contain the correct hearing information. The tenant JS attended, confirmed they represented both named applicants, and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The tenant was made aware of Residential Tenancy Rule of Procedure 6.11 prohibiting recording dispute resolution hearings and they testified that they were not making any recordings.

The tenant testified that they served the landlord with the notice of hearing and all evidence in person on or about January 13, 2022. Based on the undisputed evidence I

find the landlord served with the materials in accordance with sections 88 and 89 on that date.

At the outset of the hearing the tenant said they have vacated the rental unit and the tenancy has ended. The tenant withdrew the portions of their application pertaining to an ongoing tenancy.

### Issue(s) to be Decided

Are the tenants entitled to a monetary award?

Are the tenants entitled to recover their filing fee from the landlord?

### Background and Evidence

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

This periodic tenancy began in 2019. The landlord assumed this tenancy when they inherited the property in December 2022. The tenant submits that no written tenancy agreement was prepared at anytime. The tenant testified the monthly rent is \$850.00, payable on the first of each month and the rent includes cable and internet services.

The tenant submitted into evidence copies of text message conversations with the landlord discussing the issue of cable and internet. The tenant submits that these services were terminated by the landlord when they assumed the tenancy and the tenant now seeks a monetary award for their loss.

### Analysis

In accordance with Residential Tenancy Rule of Procedure 6.6 the onus to establish their claim on a balance of probabilities lies with the applicant.

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 prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has

been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage. This section, read in conjunction with section 65, allows me to make an order for retroactive reduction in rent for a tenancy.

Based on the totality of the evidence before me I find insufficient evidence that the monthly rent for this tenancy included the use of cable and internet services. There is no written tenancy agreement between any of the parties and it is the tenant in their own messages that states these services were included in the monthly rent.

While I accept that the new landlord terminated these services when they took possession of the property, I am not satisfied that these services were included in the monthly rent.

Given the paucity of evidence before me I am unable to find any breach on the part of the landlord that would give rise to a basis for a monetary claim. Accordingly, I dismiss the tenant's application in its entirety.

### Conclusion

The tenants' 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: April 4, 2022

---

Residential Tenancy Branch