



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Martello Property Services
and [tenant name suppressed to protect privacy]

DECISION

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order for a rent reduction - Section 65;
2. An Order for the Landlord’s compliance - Section 62;
3. A Monetary Order for compensation - Section 67; and
4. An Order to recover the filing fee for this application - Section 72.

The Parties were each given full opportunity under oath to be heard, to present evidence and to make submissions. The Parties confirm receipt of each other’s evidence. The Tenant confirms that all claims are in relation to the removal of cable television.

Issue(s) to be Decided

Is the Tenant entitled to the compensation claimed?

Is the Tenant entitled to a monthly rent reduction?

Background and Evidence

The following are agreed or undisputed facts: the tenancy under written agreement started on September 1, 2013. Rent of \$961.00 is payable on the first day of each month. At the outset of the tenancy the Landlord collected \$450.00 as a security deposit. The building was purchased in 2018 and the new Landlord offered a new tenancy agreement for signature to the Tenant however the Tenant declined. Nothing in the existing tenancy agreement sets out the provision of cable television or the

provision of heat and hot water. The Tenant was provided with cable television and heat and hot water from the onset of the tenancy. Without any notice to the Tenant, the Landlord discontinued the provision of the cable television on January 1, 2021.

The Landlord argues that they are not required to provide the cable television as it is not provided for under the tenancy agreement and the Tenant did not inform the Landlord that it was provided for in the tenancy agreement.

The Tenant claims a rent reduction of \$85.00 per month from January 1 2021 and ongoing.

Analysis

Section 1 of the Act defines "**tenancy agreement**" as an agreement, whether written or oral, express or implied, between a landlord and a tenant respecting possession of a rental unit, use of common areas and services and facilities, and includes a licence to occupy a rental unit. Given the undisputed evidence that cable television was provided at the onset of the tenancy and continuously for nearly 10 years before the Landlord discontinued the service, I find that the tenancy agreement impliedly provides for cable television to be provided to the Tenant at no extra rental charge.

Section 27(2) of the Act provides that a landlord may terminate or restrict a service or facility, other than as essential or material term, if the landlord

(a) gives 30 days' written notice, in the approved form, of the termination or restriction, and

(b) 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.

Section 62(3) of the Act provides that the director may make any order necessary to give effect to the rights, obligations and prohibitions under this Act, including an order that a landlord or tenant comply with this Act, the regulations or a tenancy agreement

and an order that this Act applies. As the Landlord gave no notice of the termination of the cable television provision, did not make any reduction in the Tenant's rent for this loss, and did not dispute the value lost as claimed by the Tenant, I find that the Landlord must now pay the Tenant for past losses at **\$85.00** per month for the period January 1, 2021 to April 1, 2023 inclusive in the total amount of **\$2,380.00** (\$85.00 x 28 months). I also order that the Tenant's monthly rent be reduced by **\$85.00** per month from May 1, 2023 and forward until the tenancy ends. As the Tenant's claims have been successful, I find that the Tenant is also entitled to recovery of the **\$100.00** filing fee for a total current entitlement of **\$2,480.00**. The Tenant may deduct this amount from future rents payable in full satisfaction of this entitlement.

Conclusion

I order that the Tenant's monthly rent be reduced by \$85.00 from May 1, 2023 and forward.

I grant the Tenant an order under Section 67 of the Act for **\$2,480.00**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: April 27, 2023

Residential Tenancy Branch