



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

DECISION AND REASONS

Dispute Codes

O, RR, & FF

Introduction

This hearing dealt with an application by the tenant seeking Orders that the 23rd floor laundry room facility be reinstated or alternatively that the tenant receive a retroactive rent reduction to reflect a loss of value in the rent due to the closure of the 23rd floor laundry facility. Both parties appeared for the hearing and were provided the opportunity to be heard and respond to the evidence of the other party.

Issues to be Determined

Is the 23rd Floor laundry room an essential service or facility as defined by the *Act*? Is there an established loss in the value of rent due to the closure of this facility? Should the landlord be Ordered to reinstate the 23rd floor laundry room?

Background and Evidence

This tenancy began on December 1, 1998 with a current rent of \$1,094.00. The tenant paid a security deposit of \$463.50 on December 1, 1998. A portion of the signed tenancy agreement between the parties shows that as part of the premises to be rented the landlord would provide washer and dryer in a common area which was coin operated.

The tenant submits that there has been an unwritten rule that occupants of floors 19 to 23 would use the laundry facility on the 23rd floor which the rest of the occupants would use the main laundry facility on the 2nd floor. The tenant submitted that the landlord has reduced or restricted access to this facility and should have been required to provide 30 days written notice before closing the facility. The tenant used an example of the garbage chutes which were previously used. Tenants had the option of taking their garbage down by the elevator to the garbage disposal bins or using the chutes on each floor. When the landlord shut down the chutes they received a rent reduction. The tenant submits this circumstance is analogous to the current situation with the laundry facility.

Although the tenant concedes that there is another main laundry facility on the 2nd floor he submitted that the number of machines available has been reduced by 20 percent and this is a reduction of the service or facility. This is calculated based on the reduction of the number of machines since the closure of the 23rd floor laundry room. The tenant seeks a retroactive and ongoing rent reduction of \$30.00 a month to represent the loss as a result.

The landlord disputes the tenant's application. The landlord submits that it was not necessary to provide written notice or 30 days notice as the laundry facility continues to be accessible through the 2nd floor. The landlord stated that there is no reduction or restriction of service given that one of the original two laundry rooms is always available. The landlord also disputes that there has been a reduction of service given the loss of five machines. In support of this position the landlord provided pictures of the laundry room on the 2nd floor which they submit demonstrate over a few days that the laundry facilities are never used to capacity and presumably always available as a result. The landlord also denies that there was any rule or established agreement that only certain occupants had access to one or the other of the laundry rooms. The landlord submitted that at no time was any tenant denied access to the use of either laundry rooms. The landlord submits that they have met their requirement under the tenancy agreement to provide coin operated laundry facilities and that the closure of the 23rd laundry room has not restricted the tenant's use or access to this facility. The landlord requests that the tenant's application be dismissed.

In rebuttal the tenant pointed out that the landlord's photographs are limited in establishing how often or to what capacity the 2nd floor laundry facilities are being maximized because the landlord took photographs at time when it would be expected that the laundry facilities would not be utilized to maximum capacity. The tenant relies on his submissions that there is a reduction based on the real impact of a reduction of five machines in a rental unit that has approximately 150 units.

Analysis

The *Act* defines a service or a facility as any those that are provided by the landlord to the tenant as part of the tenancy agreement. The *Act* includes the provision of laundry facilities as a potential service or facility.

Section 22 of the *Residential Tenancy Policy Guidelines Manual* provides the following considerations to the termination or restriction of a service or facility:

A landlord must not:

- Terminate or restrict a service or facility if the service or facility is essential to the tenant's use of the rental unit as living accommodation, or
- Terminate or restrict a service or facility if providing the service or facility is a material term of the tenancy agreement.

A landlord may restrict or stop providing a service or facility other than one referred to above, if the landlord:

- Gives the tenant 30 days written notice in the approved form, and
- Reduces the rent to compensate the tenant for loss of the service or facility.

Section 22 also provides the following definition of an “essential service or facility” as “one which is necessary, indispensable, or fundamental. The tenant has the burden of proving that the loss or restriction is essential and that to be awarded for any potential loss the tenant must show that there is not a reasonable substitute.

I accept that the laundry facilities are a service or facility provided by the landlord as part of the tenancy agreement and originally this service was comprised of two laundry rooms. However, I am not satisfied that the laundry rooms are an essential service required for the tenant to use the rental unit as living accommodation. I do not find that a coin operated laundry facility is essential to the tenancy agreement as the elevator would be or water service. However, I accept that the laundry facility is a material term of the tenancy agreement.

The question then arises as to whether there has been a restriction or termination of this service or facility. I find that this is not the case. As considered in the policy guideline it may be determined that there is no breach or loss if a tenant can find or obtain a comparable service. The policy guide line uses the example of cablevision. In the circumstances before me the issue is the reduction of two to one laundry rooms. There is the main laundry room on the 2nd floor and the secondary laundry room on the 23rd floor. While I accept that the landlord closed the 23rd floor laundry room without notice or a rent reduction, I do not find that this constitutes a restriction of an essential service or material term of the tenancy agreement because the tenants continued to have complete access to the second floor laundry room. I also do not accept that the tenant have proven any loss of their access to the use of the laundry facility. Although the tenant has argued and shown a reduction in the number of machines available, he did not provide any persuasive evidence that he has experienced any reduction as a result.

I find that the landlord has changed the nature of the service and facility provided by closing one of the laundry rooms; however, I find that this change has not caused a substantial reduction or restriction of the service. As a result I deny the tenant's application.

Conclusion

Based on my conclusions I find that the landlord was not required to give 30 days notice that the 23rd floor laundry room was being closed and that there has been no reduction of service to the laundry facilities. As a result, I dismiss the tenant's application.

Dated March 20, 2009.

Dispute Resolution Officer