



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## DECISION

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### Introduction

This hearing dealt with the landlord's Application for Dispute Resolution for an order against the tenant for access to laundry facilities.

### Issues(s) to be Decided

The issue to be decided is whether the landlord is entitled to an Order directing the tenant to provide access to the laundry facilities, pursuant to sections 27, 28, and 29 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

The landlord has submitted the following documents into evidence:

- A copy of a tenancy agreement signed by both parties on January 1, 2006 for a month to month tenancy for a monthly rent in the amount of \$1,400.00 due on the 1<sup>st</sup> of the month, with a security deposit of \$700.00 paid; and
- A copy of a typewritten notice from the landlord to the tenant dated November 18, 2009 advising the tenant the laundry facilities are to be shared with the landlord and any future tenants. The notice goes on to ask the tenant to identify times that would be best for the basement tenants to access the laundry and advising the tenant that she will need to unlock the door between the two rental units during these times.

The landlord testified the tenant's rental unit includes the top two stories of the house and a small portion of the basement that includes a bedroom, bathroom, storage room and the laundry room. The landlord is requesting access to the laundry for the tenants in the basement rental unit.

The tenant is concerned about the loss of privacy and security should she have to provide access to her rental unit for others to use the laundry facility. The landlord contends that the tenancy agreement does not indicate exclusive access to laundry in the residential property.

### Analysis

Section 28 of the *Act* states a tenant is entitled to quiet enjoyment including, but not limited to reasonable privacy, freedom from unreasonable disturbance and exclusive possession of the rental unit subject only to the landlord's right to enter in accordance with Section 29.

Since the laundry room is physically located within the tenant's rental unit I am persuaded by her assertion that providing access to other tenants is an infringement on her privacy. As well, the proposal as outlined by the landlord contravenes the exclusive possession component of Section 28.

Section 27 of the *Act* does allow a landlord to restrict a service or facility, however, in order to accomplish this, the landlord would have to completely separate the laundry room from the rest of the tenant's rental unit to create a common laundry area and reduce her rent accordingly.

### Conclusion

For the reasons noted above, I dismiss the landlord's application to direct the tenant to allow access to a portion of her rental unit, 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: January 21, 2010.

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Dispute Resolution Officer