



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNDC, OLC, PSF, RR, FF

Introduction

This hearing was convened in response to an application filed by the tenants seeking orders as follows:

1. A monetary order for compensation for damage or loss in the sum of \$1,030.00;
2. An Order that the landlord comply with the Act;
3. An Order that the landlord provide services and facilities agreed upon but not provided;
4. An Order that the tenants be allowed to reduce their rent;
5. An Order to recover the filing fee.

Both parties appeared at the hearing of this matter and gave evidence under oath.

Issues(s) to be Decided

Are the tenants entitled to the Orders sought?

Background and Evidence

The tenants say that the landlord has been at their door unnecessarily and excessively and despite being asked to call and only come to the door in case of an emergency he has ignored the tenants' instructions. The tenants submit that their access to the basement area where the coin operated laundry facilities and the breaker box to the building have been denied to them since June 2010. The tenants agree that the

tenancy agreement says that “No furnishings and equipment shall be supplied by the Landlord except a stove and a fridge...”. However, the tenant AB testified that when she moved into the rental property in June 2009 she noticed that there was a coin operated washer and dryer in the basement and she asked the landlord if she could use these facilities. The tenant says the landlord agreed to allow her to use them and she has always used them until June of 2010. The tenant says this was around the time that the tenants and the landlord got into a discussion in which the tenants asked the landlord not to come around to their home unnecessary and excessively. After this the tenants say the landlord locked the door to the laundry room and they have not had access to the laundry facilities or the breaker box. The tenants say they are the only occupants of the building and they need access to the breaker box in case something goes wrong or the breaker flips. The tenants say that the landlord, who normally resided on the main floor of the rental building, “disappeared” in September and when the weather turned cold the tenants had no access to the breaker box or to the heat thermostat which is located in the landlord’s suite. The tenants say they attempted to contact the landlord’s agent many times without success. Eventually the tenants had to engage the services of a locksmith to open the door to the basement to allow them access to the breaker box and laundry. This cost \$90.00 which they now claim. The tenants also claim 6 months of restricted access to the laundry \$600.00; no access to adjust the heat September – November \$300.00 and the cost of a space heater \$40.00 which they say they had to purchase to supply heat while they were unable to access the thermostat in the landlord’s suite.

The landlord says the reason he was not available was because he was in a motor-cycle accident on September 3, 2010 and he has only recently been released from the hospital. The landlord says the tenants are always still able to contact his agent.

The landlord agrees that he went to the tenants’ suite too often but he was concerned they would forget to put out the garbage on garbage day. The landlord says he will not bother the tenants unnecessarily in future. The landlord says he does not want the tenant using the laundry any longer. The landlord says that the breaker box is in the

laundry room and his electrician discovered that the tenants had done some rewiring and the landlord is afraid they will do this again. The landlord denies that the tenants were out of heat during September to November. The landlord's agent says she attended the rental unit to check the heat when the tenant's complained that there wasn't sufficient heat yet she found the thermostat was set at 71 degrees.

Analysis

With respect to the laundry, the tenancy agreement is clear that nothing more than a stove or fridge would be provided however the tenant says she has used the coin operated laundry facilities in the basement since the tenancy began. The landlord did not dispute this point and only said that he did not want the tenants to use the facilities any longer. The landlord says he has concerns about some electrical rewiring he says the tenants did but he was unable to explain what his concerns were and he has supplied no other evidence with respect to the concerns. I therefore do not accept the landlord's reasoning for the denial of the facilities to which the tenant has always had access. I find that as the tenants have always had access there has been established a verbal agreement between the parties that the tenants will have the use of the laundry facilities. I therefore DIRECT the landlord to provide access these services forthwith. Should the landlord fail to supply immediate access to the laundry facilities the tenants are at liberty to deduct \$25.00 per month from their rental payments until access is provided and the tenants are at liberty to make further claims in this regard if access continues to be denied.

I am also not satisfied that the tenants have no access to the breaker box when the landlord is not in the building particularly when the tenants are the only other occupants of the building. Therefore, along with the ability to use the laundry facilities I DIRECT that the tenants have access to the breaker box to allow them to flip breakers if they should trip while the landlord is absent from the building. Should the landlord fail to supply immediate access to the breaker box the tenants are at liberty to deduct \$25.00

per month from their rental payments until access is provided and the tenants are at liberty to make further claims in this regard if access continues to be denied.

With respect to the tenants claims for monetary awards I am not satisfied that they should be awarded \$600.00 for 6 months loss of use of the coin operated laundry facilities. The facilities were, after all, coin operated any not free in any event. However I am mindful that the tenants had to travel to do their laundry while the facilities were restricted so I will allow them \$200.00 for 6 months of loss and inconvenience. In realization of this award I DIRECT the tenants to deduct \$200.00 from their next rental payment.

I will not direct the landlord to reimburse the tenants for the cost of hiring a locksmith to gain access to the laundry room as having access to a washer and dryer is not an emergency.

I find that the tenants have failed to supply sufficient evidence to show that they were without heat for 3 months and that it was necessary to buy a space heater. I therefore dismiss their claims in this regard.

As the tenants have been partially successful in their claims I will allow them to recover \$25.00 of the filing fee they have paid.

In total the tenants will deduct \$225.00 from their next rental payment.
