



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes RR

Introduction

This conference call hearing was convened in response to the tenant's application for a reduced rent for services or facilities agreed upon but not provided.

The landlord participated in the hearing and provided affirmed testimony. She testified that she served the Notice of a Dispute Resolution Hearing to the tenants by way of registered mail sent on March 28th, 2011. The tenant did not participate and the hearing proceeded in the tenant's absence.

Issue(s) to be Decided

Is the tenant entitled to reduced rent, and if so for what amount?

Background and Evidence

The rental unit consists of the upper portion of a four-plex unit where this tenant shares a common laundry room with the other landlord/tenant. The tenancy started on November 1st, 2010 and the rent is \$650.00 per month.

The tenant testified that there is no written tenancy agreement however the rental unit was advertised as including laundry facilities. She stated that she was able to use that facility until the landlord locked her out by boarding her access to the room for the last month and a half.

In her documentary evidence, the tenant provided a letter from the owner of the property wherein the owner confirmed that the tenant should have access to the laundry room. The tenant stated that the landlord does not like her and that she has not been able to resolve this matter. The tenant is seeking a rent reduction for the loss of the laundry facilities.

Analysis

I accept the tenant's undisputed testimony that she served the landlord with the Notice of Dispute Resolution in a proper manner pursuant to section 89 of the *Residential Tenancy Act*. I find that the landlord knew, or ought to have had knowledge of the date scheduled for this hearing.

Although there was no written tenancy agreement to specify the terms of the tenancy, I accept the tenant's undisputed testimony that the tenancy included access to laundry facilities, and that her access to these facilities is now restricted. Therefore the tenant is entitled to a rent reduction for that loss.

Conclusion

I find the tenant entitled to a rent reduction of \$30.00 per month. I authorize the tenant to pay \$620.00 monthly, effective the next rent payment. When the landlord restores access to the laundry facility, rent will resume at \$650.00 on the following month.

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 19, 2011.

Residential Tenancy Branch