



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC OLC RR FF

Introduction

This hearing dealt with an application by the tenant for monetary compensation, a reduction in rent and an order that the landlord comply with the Act, regulation or tenancy agreement. Both the tenant and the landlord participated in the teleconference hearing.

Issue(s) to be Decided

Is the tenant entitled to monetary compensation as claimed?

Is the tenant entitled to a reduction in rent?

Should the landlord be ordered to comply with the Act, regulation or tenancy agreement?

Background and Evidence

The tenant rents a basement suite in the landlord's house. The monthly rent is \$795. The tenancy agreement indicates that laundry and cablevision are included in the monthly rent.

Tenant's evidence

On January 4, 2012 the landlord cut off the tenant's access to laundry. The tenant then arranged for his childcare giver to do his laundry for him, and he paid her \$10 per load of laundry. The tenant paid the childcare giver \$180 to do eighteen loads of laundry over six weeks. The tenant has stated that it is not feasible for him to use a laundromat, and he would not have rented the unit if it did not have laundry, as he has a twelve-year-old son who is heavily involved in sports. The tenant has claimed recovery of \$180 for the costs he has already incurred, a further \$180 for estimated laundry costs after February 13, 2012, and a rent reduction of \$180 per month for subsequent months.

At the outset of the tenancy, the landlord told the tenant that he would provide free wireless internet access. The tenant pointed out that internet was not indicated on the tenancy agreement, and the landlord told the tenant that internet access was the same as cable. The landlord gave the tenant the name of the wireless internet server and set up a password. On January 6, 2012, the wireless network disappeared off the tenant's computer. The tenant has claimed monetary compensation of \$45 for each of the months of January and February 2012, and a rent reduction of \$45 per month for the loss of internet.

Landlord's Response

The landlord acknowledged that he cut off the tenant's access to the laundry facilities. He did so after the tenant uttered threats to the landlord. The landlord offered to reduce the tenant's rent by \$25 per month for loss of laundry. The tenant could do laundry at the laundromat for a significantly lower cost. Furthermore, the tenant incurred \$180 over six weeks, not one month.

Internet access was not included in the tenancy agreement, but it was never restricted. The landlord believes the tenant still has internet access.

Analysis

I find that the tenant is entitled to monetary compensation and a rent reduction for loss of access to the laundry facilities. I further accept that access to laundry was a significant issue for the tenant at the time he entered into the tenancy. I therefore grant the tenant a rent abatement of \$120 per month for loss of laundry facilities, beginning January 2012.

I find that internet access was not specified on the tenancy agreement. It was open to the tenant to ensure that "internet access" was noted on the tenancy agreement before signing it, but he did not do so. I find that the tenant is not entitled to reimbursement for loss of internet access. This portion of the tenant's application is dismissed.

As the tenant's application was only partially successful, I find that the tenant is entitled to partial recovery of his filing fee, in the amount of \$25.

Conclusion

The tenant is entitled to monetary compensation of \$240 for loss of laundry facilities for the months of January and February 2012, as well as \$25 for partial recovery of the filing fee. I grant the tenant a monetary order for the balance of \$265.

Beginning March 1, 2012 and until such time as the landlord allows the tenant access to the laundry, I order the monthly amount of rent reduced by \$120 to the amount of \$675.

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: February 28, 2012.

Residential Tenancy Branch