

DECISION

Dispute Codes MNDC, PSF, OLC

Introduction

This is an application filed by the Tenant for a monetary order for money owed or compensation for damage or loss, an order for the Landlord to comply with the Act and to provide services or facilities required by law.

Both parties attended the hearing and gave testimony. As both parties have attended and have confirmed receipt of notice of hearing and evidence submitted, I am satisfied that both parties been properly served.

Issue(s) to be Decided

Is the Tenant entitled to a monetary order?

Is the Tenant entitled to a order for Landlord to comply with the Act, regulations or tenancy agreement?

Background, Evidence and Analysis

Both parties agreed that this Tenancy began in April of 2012 as shown by the submitted copy of the tenancy agreement which both parties have acknowledged. The current Landlord assumed the tenancy with the Tenant. A security deposit of \$250.00 was paid at the beginning of the tenancy and rent was \$550.00 per month payable on the 1st of each month. This Tenancy included utilities and laundry (once a week).

The Tenant seeks a monetary order for \$310.00. This consist of \$150.00 (\$50.00 X 3 months) for the loss of parking, \$40.00 for the loss of laundry for 1 month, \$120.00 for receiving two parking tickets for parking illegally.

The Tenant states that the Landlord removed parking from his Tenancy. The Landlord disputes this stating that parking was not included. The Tenant relies on a new tenancy agreement which was not agreed to by the Tenant. I find that the Tenant has failed to establish this portion of the claim. There is insufficient evidence provided by the Tenant to establish that parking was part of the tenancy. The original tenancy agreement began on April 15, 2012. I find that with no supporting evidence, the parking allowed by

the previous Landlord was a gratuitous benefit and not a right under the Tenancy. This portion of the application is dismissed.

The Tenant has stated that laundry was removed starting in September and wishes compensation for it. The Landlord has agreed that the laundry was removed, but that he provided internet and cable as compensation to the Tenant in exchange. The Tenant disputes that the internet and cable were given in exchange as it was part of the original tenancy agreement. The Landlord's claim that internet and cable were given in exchange is being disputed by the Landlord. I find that with insufficient evidence that this claim by the Landlord is not established. I find that as the Landlord has confirmed that laundry facilities (once a week) was included and was removed that the Tenant has established a claim for compensation. However, the Tenant's claim for \$40.00 per month has not been proven. I find that a nominal award is warranted in the amount of \$20.00 per month for the loss of laundry. As both parties have agreed that the laundry was removed for September, I find that the Tenant has established a loss of \$40.00 for the two months (September and October). If the Landlord does not re-establish laundry services in the future, I order that the rent be reduced by \$20.00 per month.

The Tenant has made a claim for recovery of \$120.00 in (2) parking tickets. The Landlord disputes the Tenant's claims and that the Tenant is responsible for parking illegally and the Landlord cannot be held responsible. The Tenant has failed to provide copies of the tickets or the costs incurred or provide any details of how the Landlord was responsible for the Tenant parking illegally to incur a violation ticket. I find that the Tenant has failed to establish this claim and this portion of the Tenant's application is dismissed.

The Tenant has established a monetary claim for \$40.00 for the loss of laundry for 2 months (\$20.00 per month). I order that the Tenant may withhold this from the next months rent upon receipt of this decision.

The Landlord is ordered to restore the laundry facilities and in the event this is not carried out, the Tenant may reduce the monthly rent by \$20.00 for each month (starting November 2012) until the laundry is restored.

Conclusion

The Tenant may withhold \$40.00 from the next months rent upon receipt of this decision as compensation for the loss of laundry facilities for two months.

The Landlord is ordered to restore the laundry facilities beginning November 1, 2012 or the Tenant is allowed to reduce the monthly rent by \$20.00.

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: October 19, 2012.

Residential Tenancy Branch