



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, OLC, PSF, RR

### Introduction

This was an application by the tenant seeking a monetary order for compensation for damages, a rent abatement, an order to force the landlord to comply with the Act, and an order compelling the landlord to provide services and facilities required by law.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained. The participants had an opportunity to submit documentary evidence prior to this hearing, and the evidence has been reviewed. The parties were also permitted to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the evidence and testimony provided.

### Issues(s) to be Decided

- Is the tenant entitled to monetary compensation or a rent abatement?
- Should the landlord be ordered to comply with the Act by providing services and facilities required by law?
- Should the landlord be ordered to install a security lock on the side door?

### Background and Evidence

The tenancy began in February 2012 with rent set at \$500.00 and is based on a verbal tenancy agreement. Submitted into evidence were copies of communications, photos, and copies of hydro invoices in the tenant's name.

The tenant testified that her rental unit consists of a room in a house also occupied by other residents, each renting a room independently from the landlord, but sharing common areas including kitchen, bath and laundry facilities.

The tenant testified that, when she agreed to rent the room, there was a requirement that she put the hydro account in her own name, despite the fact that the utilities were shared by all of the occupants in the building. The tenant testified that she was responsible for collecting contributions toward the hydro from the other tenants. The tenant testified that, in order to have the hydro connected, it was necessary to pay a security deposit to the utility company in the amount of \$282.00. The tenant testified that

her attempts to collect each resident's portion of the hydro costs were not successful and she paid for most of the hydro used by all. The tenant testified that she finally had the hydro account taken out of her name. The tenant is seeking reimbursement for the \$282.00 cost of the hydro deposit and an order to force the landlord to put the shared utilities in the landlord's name.

The landlord's agent disputed the claim and pointed out that utilities were never included in the rent. According to the landlord, this was agreed-upon by both parties from the outset and this is why the tenant apparently agreed to have the hydro service in her name.

The tenant testified that, when she took occupancy, there was a laundry room for use by the residents. The tenant testified that, on December 14, 2012, the landlord suddenly boarded up the basement area and the renters have been deprived of the use of the laundry. The tenant is seeking a rent abatement or an order to force the landlord to provide these facilities that were in existence when she agreed to rent the room. The tenant stated that the value of the loss amounts to \$14.00 per week, as this is the cost of taking her laundry off site.

According to the tenant, the lower area now restricted by the landlord includes a storage room, that had been negotiated for her exclusive use as part of her verbal tenancy agreement and she had planned to move her possessions to the room from a paid storage locker costing approximately \$100.00 per month. The tenant feels entitled to an order allowing her to use this space.

In addition, the tenant disagreed with the landlord's action in locking up the utility room, where the main electrical panel and furnace switch are located. The tenant testified that this could be problem if an emergency arises. The tenant is seeking an order to compel the landlord to restore access to this space.

The tenant testified that she is also seeking an order to force the landlord to install a lock on the side door for security reasons.

The landlord acknowledged that access to the laundry room and other rooms in the lower part of the house were closed off. The landlord testified that a couple of weeks notice was given to the residents, but no rent reduction was offered. The landlord testified that it was necessary to have these common areas secured because of the number of vagrants trespassing on the property.

The landlord pointed out that, there was no specific term in the tenancy agreement offering on-site laundry and the landlord argued that this facility was not an agreed-upon

feature of the tenancy. The landlord estimated the value of on-site laundry to be no more than \$12.00 per month.

With respect to the tenant's allegation that use of storage space was negotiated at the start of the tenancy, the landlord testified that there was never any term in the verbal agreement granting the tenant use of that space.

In regard to the locked-up utility room, the landlord pointed out that they have provided emergency contact numbers and there is always someone available to deal with a problem with the electricity or furnace.

In regard to the issue of a new lock for the side entry door, the landlord stated that this has been dealt with and is no longer an issue.

### Analysis

With respect to the dispute over utilities, I find that the term making the tenant responsible for overseeing the utilities and for collecting payments from other residents would be an unconscionable term under section 6(3)(b) of the Act and as such cannot be enforced.

Given the above, I find that the landlord must place the account for shared utilities in the landlord's name. I find that the tenant is also entitled to be compensated \$282.00 for the hydro costs to date.

With regard to the tenant's claim for a rent abatement based on the removal of access to the laundry facilities, I find that, because the tenancy did start out with this amenity, it would be considered a term of the tenancy. Under section 27 of the Act, a landlord is entitled to remove a service or facility that is not essential, but must give 30 days written notice and must compensate the tenant for the value of the loss of the amenity.

In this instance, I find that the tenant is entitled to a rent abatement of \$30.00 per month for the loss of the laundry facilities and the tenant's rent will now be set at \$470.00 per month to reflect this. I find that the tenant is also entitled to a retro-active abatement for having no on-site laundry facilities from December 14, 2012 until January 31, 2013 totaling \$45.00.

With respect to the tenant's claim that there was a verbal term in the tenancy agreement permitting her to use a room for storage, I find that, because this claim was disputed by the landlord, it is unclear. I find that the alleged term would therefore not be enforceable under section 6(3)(c) of the Act, which states that a term of a tenancy agreement is not enforceable if the term is not expressed in a manner that clearly communicates the rights and obligations under it.

In regard to the portion of the dispute dealing with the side-door lock and the inaccessible utility room, I find that these issues have been adequately resolved by the landlord.

Based on the evidence, I find that the tenant is entitled to total compensation in the amount of \$327.00 comprised of \$282.00 for past utility costs and \$45.00 for the loss of laundry use from December 14, 2012 until January 31, 2013. I order that the tenant withhold this amount from the next rent owed in satisfaction of her claims.

I hereby order that the monthly rental rate for the tenant's unit, beginning on February 1, 2013 will be set at \$470.00 per month and will include hydro.

I order that the landlord have the hydro account transferred into the landlord's name without delay.

### Conclusion

The tenant is partially successful in the application and was granted compensation and an order compelling the landlord to comply with the Act.

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 28, 2013

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Residential Tenancy Branch

