



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, OLC, ERP, RP, FF, O

Introduction

This hearing dealt with an application by the tenant for a monetary order, an order compelling the landlord to comply with the tenancy agreement and an order compelling the landlord to perform repairs. Both parties participated in the conference call hearing.

At the hearing, the tenant advised that the tenancy would be ending at the end of June. As the tenancy will not be continuing, I advised the tenant that I would consider his claims for repairs to have been withdrawn. The tenant agreed. The hearing proceeded to address only the claims for a monetary order and an order compelling the landlord to comply with the tenancy agreement.

The named respondent, M.S.B., was represented at the hearing by his wife, hereinafter referred to as the landlord, who acted as M.S.B.'s agent throughout the tenancy.

Issues to be Decided

Is the tenant entitled to a monetary order as claimed?
Should the landlord be ordered to comply with the tenancy agreement?

Background and Evidence

The parties agreed that the tenancy began in December 2011. The rental unit is in the basement of a home in which for most of the tenancy, the upper floor was occupied by other tenants. The tenant testified that when the tenancy began, it was agreed that he would pay \$850.00 per month which included one day of laundry each week and that for an additional \$50.00 per month, he would receive a second day of laundry. The landlord agreed that the rent was originally \$850.00 and was increased by mutual agreement to \$900.00 per month, but testified that the \$850.00 base amount of rent did not include any laundry access whatsoever and that the additional \$50.00 was paid for 2 days of laundry per month.

The parties agreed that on April 10, 2013, the landlord abruptly cut off the tenant's access to the laundry room. Although the landlord testified as to her reasons for doing so, those reasons are irrelevant and I have not recorded them in this decision. The tenant seeks to recover \$336.00 which he estimates he spent to do laundry up until May 20.

The parties agreed that the rental unit flooded on several occasions. The tenant testified that after the first flood in early 2012, the laminate floor was damaged. The tenant purchased an area rug to cover the damaged area. On November 20, 2013, the second flood occurred. The tenant testified that when M.S.B. attended at the unit to clean up after the flooding, M.S.B. rolled up the area rug, took it outside the rental unit and informed the tenant that he would "take care of it." The tenant testified that the rug moulded after sitting outside in the elements all winter and that he had to dispose of it.

The tenant seeks to recover \$289.00 plus tax which is the cost to replace the rug. He testified that he does not have a copy of the receipt for the rug purchased in 2012.

The landlord did not dispute that the rug was affected and did not dispute that M.S.B. had said that he would take care of the rug, but stated that she should not have to reimburse him for the rug until she saw a receipt showing its value.

The tenant also seeks to recover the \$50.00 filing fee paid to bring his application.

Analysis

Section 27 of the Act permits a landlord to terminate a facility upon 30 days' written notice and a rent reduction equivalent to the value of the facility. The landlord claims that the value of the laundry is \$50.00 per month as she claims that the \$850.00 base price of the rent was not to include any laundry access while the tenant claims that the value of the laundry is higher as he believes the base amount of the rent included one day of laundry access. Neither party provided a copy of the written tenancy agreement, although both agree that one was prepared at the outset of the tenancy.

The tenant bears the burden of proving his claim and in the absence of a tenancy agreement showing that the \$50.00 increase included just one day of laundry rather than 2 days, I find that the tenant has failed to prove that the value of the laundry access is higher than \$50.00.

I find that the landlord failed to comply with the Act and give the tenant proper notice that she was terminating his access to the laundry facility. Further, she accepted

\$900.00 in rent for the months of April and May despite acknowledging that \$50.00 of that amount was specifically allocated to the use of the laundry.

Because the tenancy will be ending soon and given the animosity between the parties, I decline to order the landlord to provide access to the laundry room. Instead, I find that the rent for the months of April, May and June should be reduced from \$900.00 to \$850.00 to reflect that the use of the laundry room is not available to the tenant. I therefore award the tenant \$100.00 which represents \$50.00 for each of the months of April and May and I find that the rental rate for June is \$850.00.

Turning to the issue of the damage to the area rug, as the landlord did not dispute that the rug was damaged and as the landlord further did not dispute that M.S.B. caused that damage by failing to care for it as promised, I find that the landlord is liable for the cost of the rug.

The tenant did not have a receipt showing how much was paid for the rug, but provided an advertisement for a similar rug, valued at \$289.00. In the absence of proof of how much he paid, I find that \$200.00 will adequately compensate him and I award him that sum.

As the tenant has been substantially successful in his claim, I find that he should recover the filing fee paid to bring his application and I award him \$50.00.

Conclusion

The tenant has been awarded a total of \$350.00 which represents \$100.00 reimbursement for laundry services, \$200.00 for the value of the rug and \$50.00 for the filing fee.

The tenant will owe \$850.00 in rent for the month of June. I direct the tenant to deduct \$350.00 from June's rent, leaving a balance of \$500.00 payable in rent for that month.

At the hearing, I advised the parties that I would be awarding compensation to the tenant, although I was not sure at that time the amount of compensation. I directed the tenant to not pay his rent on June 1 unless he had a copy of this decision to determine the amount payable. The tenant should pay the \$500.00 in rent owing for June as soon as he receives this decision. The landlord may serve him with a copy of the decision if for some reason she receives it before he does. The landlord should not serve the tenant with a notice to end tenancy for unpaid rent unless he fails to pay June's rent after having received a copy of this decision.

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: May 28, 2013

Residential Tenancy Branch