



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC O

### Introduction

This hearing dealt with an application by the tenant to cancel a notice to end tenancy, as well as to dispute a notice to terminate laundry service. The tenant, the landlord and a witness for the landlord participated in the teleconference hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence, aside from two pages of the landlord's evidence dated April 26, 2013. I did not admit or consider those two pages, but allowed the landlord to give testimony on the contents of those two pages. Neither party raised any other issues regarding service of the application or the evidence. I have reviewed all testimony and other evidence. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

### Issue(s) to be Decided

Is the notice to end tenancy valid?

Is the notice to terminate laundry service valid?

### Background and Evidence

The tenancy began on March 15, 2013. The rental unit is a lower suite in a house; the upper portion of the house is rented to other tenants in a separate tenancy agreement. The monthly rent is \$750, and the tenancy agreement indicates that laundry, water, electricity and heat are included in the rent. The laundry facilities for both units were located in the upper suite, so the tenant would have to enter the upper tenants' suite to access the laundry. The upper tenants pay the utilities for the entire house.

On April 4, 2013 the landlord served the tenant with a notice to end tenancy for cause and a notice to terminate the tenant's access to laundry facilities. The notice to end

tenancy indicates that the reasons for ending the tenancy are that the tenant (1) significantly interfered with or unreasonably disturbed another occupant or the landlord; and (2) seriously jeopardized the health or safety or lawful right of another occupant or the landlord.

On April 9, 2013 the landlord had a wall built to separate the laundry room from the rest of the house.

#### *Landlord's Evidence*

The landlord stated that the tenant entered the upstairs tenants' unit without prior permission on March 26, 2013 and March 30, 2013. The landlord has received complaints from the upstairs tenants that the tenant was calling and texting them frequently.

The landlord also stated that she has become frustrated with the tenant's lack of willingness to communicate with the landlord. The landlord decided to terminate the tenant's access to the laundry facilities, even after separating the laundry room from the upstairs rental unit, as the tenant took the upstairs tenants' laundry out of the dryer and shared use of the laundry room was causing too much conflict.

One of the upstairs tenants appeared as a witness for the landlord. The witness stated that the tenant has entered the upstairs suite without permission to do her laundry, and she refuses to turn off lights or conserve power when asked. The tenant has sent the upstairs tenant demanding texts about keeping the laundry area and backyard clean. The tenant has been rude and abrupt. The upstairs tenant is concerned that someone could gain access to the whole house when the tenant leaves a window open.

#### *Tenant's Evidence*

The tenant stated that the upstairs tenants had asked the tenant to call or text when she wanted to enter their suite to do laundry. The tenant stated that she once entered the upstairs tenants' unit to retrieve her towels from the dryer and she notify the upstairs tenants because her cell phone was dead. The tenant denied ever being rude or disrespectful to the upstairs tenants.

The tenant stated that access to laundry was an important factor for her when she decided to rent the unit. The tenant believes that laundry access is a material term of her tenancy.

### Analysis

I informed the parties in the hearing that based on the evidence I find that the notice to end tenancy is not valid. I found that at the time the notice to end tenancy was served there was not sufficient cause to end the tenancy. By April 4, 2013, the tenant had not significantly interfered with or unreasonably disturbed the upstairs tenants or the landlord; nor had the tenant seriously jeopardized the health or safety or lawful right of the upstairs tenants or the landlord. I informed the parties that it appeared to me that much of the conflict between the upstairs tenants and the downstairs tenants arose due to the fact that the landlord chose to include laundry and utilities in the tenant's rent, when the laundry facilities were located in the upstairs tenants' unit and the landlord ought to have the utilities in her name when there is more than one rental unit sharing the utilities. I informed the landlord that there is no requirement for the tenant to be polite or communicative with other occupants or the landlord. I therefore cancelled the notice to end tenancy.

I find that access to laundry is a material term of the tenancy agreement. I accept the evidence of the tenant that she may not have chosen to rent the unit if access to laundry was not included. I therefore find that the landlord may not terminate the tenant's access to laundry.

### Conclusion

The notice to end tenancy dated April 4, 2013 is cancelled, with the effect the tenancy continues.

The notice terminating laundry facilities is of no force or effect.

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 9, 2013

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Residential Tenancy Branch