



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, PSF, RR

Introduction

This is an application for a monetary order for \$150.00 compensation, a request for an order for the landlord to provide services or facilities, and a request for an order allowing the tenant to reduce the rent; however at the beginning of the hearing the tenant stated that she now has access to the facilities and therefore she is no longer requesting an order for access or for reduced rent.

Some documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

Is the tenant entitled to a monetary order for \$150.00?

Background and Evidence

The tenant testified that:

- She was locked out of the laundry facilities for a two-month period as the other tenant in the rental property was being uncooperative and the landlord would not supply her with keys.
- The landlord has subsequently supplied her with keys to the laundry facilities and therefore she no longer requires an order for the landlord to supply access to the laundry, or a rent reduction, however she believes she should be compensated \$150.00 for the two months she was without laundry facilities.

Landlord testified that:

- She has supplied a copy of the tenancy agreement and it clearly shows that laundry was not included in the tenancy.
- The other tenant in the rental property originally had allowed this tenant to use laundry facilities; however it was not with the landlord's permission.
- The other tenant in this tenant subsequently had a falling out and this tenant and stopped her from using the laundry facilities.
- To keep the peace, she, the landlord, has now arranged for all tenants to have access to laundry facilities, even though it was not part of this tenant's agreement.

In response to the landlord's testimony the tenant testified that:

- She has also supplied a copy of the tenancy agreement and you can see that on her copy laundry is included.

Analysis

It is my decision that the applicant has not met the burden of proving that laundry facilities were included in her tenancy agreement.

The copy of the tenancy agreement supplied by the landlord differs from the one supplied by the applicant, the landlord's copy does not have laundry checked off.

The tenancy agreements are identical in every other way except that the tenants copy now has a checkmark beside laundry and I find it likely that checkmark was added after the tenancy agreement was signed as it does not match the original held by the landlord.

Therefore since the applicant has not met the burden of proving that laundry was part of this tenancy agreement I will not be issuing any compensation to the tenant for loss of laundry facilities.

Conclusion

This application is dismissed in full without leave to reapply.

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: September 09, 2013

Residential Tenancy Branch

