



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 650005 B.C. Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OLC FF

Introduction

This hearing dealt with the tenants' application for an order that the landlord comply with the Act, regulation or tenancy agreement. The two tenants, two agents for 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. Neither party raised any issues regarding service of the application or the evidence. Both parties were given full opportunity to give testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Issue(s) to be Decided

Should I order the landlord to comply with the Act, regulation or tenancy agreement?

Background and Evidence

The tenancy began on August 25, 2004. The rental unit is an apartment in a multi-unit building. The tenancy agreement indicates that access to a washer and dryer in the common area is included in the rent. The parties agreed that until recently, the laundry was free.

On January 28, 2014 the landlord served the tenants with a letter, a notice of rent increase and a notice terminating or restricting a service or facility. The letter explains the two notices: as of May 1, 2014, the tenants' rent would increase by \$23, and they would receive a \$23 per month rent reduction for the loss of free laundry. As of May 1, 2014, the landlord would be installing a coin-operated washer and dryer, which would cost \$2.25 per wash and per dry.

Tenants' Evidence

The tenants stated that loss of use of the free laundry facilities would cost them much more than \$23 per month. The tenants stated that in January 2014 they began keeping track of how much laundry they did for their family of three, and it worked out to four and a half loads per week. The tenants also stated that because the dryer does not work properly and the drying cycle is so short, they have to do two cycles every time for the dryer.

Landlord's Response

The landlord stated that providing free laundry is not standard in the rental industry, and they decided to bring in coin-operated laundry. The landlord presented evidence that that the average number of loads per rental unit per month ranges from 3.8 to 5.7 loads. A witness for the landlord, who is a real estate agent and landlord dealing only with apartment buildings, stated that they allocate \$14 to \$16 per month per unit for laundry, and the \$14 per month figure works out to about five loads per month.

The landlord confirmed that they issued similar notices of rent increase and notices terminating or restricting a service or facility to all tenants in the building, and in every case the amount of the rent increase equalled the amount of the rent reduction. The rent increase amount was calculated first, based on the allowable rent increase percentage set out by the Residential Tenancy Branch, and the rent reduction for termination of free laundry was made equal to the each rent increase amount "to keep it simple." The landlord acknowledged that the rent increase amounts would be different for each unit, based on their current rent, and tenants who moved into the building more recently would have higher rent.

Analysis

I find that the landlord's calculation of the reduction of rent for termination of free laundry is entirely without merit. The landlord did not calculate the tenants' rent reduction based on the number of people in their unit or even by any of the average loads that they referred to in their evidence. I therefore find that the notice terminating or restricting a service or facility dated January 28, 2014 is of no force or effect.

I accept the tenants' testimony that they do an average of four and a half loads of laundry per week. At \$2.25 per wash and \$2.25 per dry, the tenants will therefore incur approximately \$88 per month in laundry costs.

Section 27 of the Act requires a landlord, when removing a service or facility, to reduce the tenants' rent by an amount that is equivalent to the reduction in the value of the tenancy agreement resulting from the termination or restriction of the service or facility. I therefore order the landlord to comply with section 27 of the Act and reduce the tenants' rent, beginning May 1, 2014, by \$88 per month.

If the landlord does not repair or replace the dryer, and the tenants must do two drying cycles to dry their clothes, it is open to the tenants to apply for a further reduction in rent to reflect that additional cost.

As the tenants were successful in their application, I grant them recovery of the \$50 filing fee for the cost of their application.

Conclusion

I order the landlord to comply with section 27 of the Act and reduce the tenants' rent, beginning May 1, 2014, by \$88 per month, for termination of free laundry services.

Beginning May 1, 2014, the tenants' monthly rent will increase from \$1065 to \$1088, as per the notice of rent increase, and will then be reduced, as per my order, to \$1000. Additionally, the tenants may make a one-time deduction of \$50 from their rent, representing recovery of the filing fee for their application.

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: April 9, 2014

Residential Tenancy Branch

