



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 MNDC, OLC, RR

Introduction

This was an application by the tenant seeking compensation for loss of services and amenities, including a retro-active rent reduction for loss of free laundry use that had been part of the tenancy. The tenant also seeks an order to force the landlord to comply with the Act or agreement.

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 affirmed testimony and relevant evidence that was properly served.

Issues(s) to be Decided

- Is the tenant entitled to a rent abatement for loss of value to the tenancy?
- Should the landlord be ordered to comply with the Act and Agreement?

Background and Evidence

The tenancy began on January 1, 2013. Rent is \$1,200.00 and includes laundry. The tenancy agreement is in evidence.

The tenant testified that they received a Notice of Rent Increase increasing the rent to \$1,226.00 effective May 1, 2014. A copy of the Notice of rent Increase is in evidence.

The tenant testified that they also recently received a Notice Terminating or Restricting a Service or Facility informing the tenants that free laundry will not be included in the rent and that, effective May 1, 2014, the tenants will be required to pay \$2.25 per wash and \$2.25 per dry. The Notice reduces the rent by \$26.00. a copy of the Notice Terminating or Restricting the service/facility is in evidence.

According to the landlord the reduction reflects the fact that the average amount of laundry done by a rental unit with adults is between 4.2 and 5.7 loads per month. The landlord stated that this is considered to be an industry standard and provided a copy of a document from a coin-operated laundry machine supplier confirming this data.

According to the landlord this data indicates that this tenant's cost for laundry is under \$26.00 per month, presuming that 5.7 loads were done at a cost of \$4.50 per load, including washing and drying.

The landlord testified that the amount of reduction to compensate for the loss of the free laundry is equal to a rent increase of \$26.00 per month that takes effect on May 1, 2014. A copy of the landlord's Notice of Rent Increase was submitted into evidence.

The tenant disputed the landlord's data and submitted a copy of information based on a Statistics Canada estimate that the average Canadian family does approximately 400 loads of laundry per year. The tenant also provided a list of their actual laundry usage over a period of one month confirming that they did 5.13 loads per week, which would add up to a monthly value of \$81.00 to \$121.50, depending on dryer efficiency.

The tenant pointed out that the Act requires a landlord to reduce rent by the value of the service or facility being restricted or removed. The tenant's position is that their monthly rent should be reduced by at least \$81.00 if the free laundry access is discontinued.

Analysis

Section 6 of the Act states that the rights, obligations and prohibitions established under the Act are also enforceable between a landlord and tenant under a tenancy agreement and that a landlord or tenant may make an application for dispute resolution if the landlord and tenant cannot resolve a dispute.

Section 58 of the Act states that, except as restricted under the Act, a person may make an application for dispute resolution in relation to a dispute with the person's landlord or tenant in respect of: (a) rights, obligations and prohibitions under this Act; (b) rights and obligations under the terms of a tenancy agreement that; (i) are required or prohibited under this Act, or, (ii) relate to the tenant's use, occupation or maintenance of the rental unit, or common areas or services or facilities.

Section 27 of the Act states a landlord must not terminate or restrict a service or facility if it is essential to the tenant's use of the rental unit as living accommodation, or if providing the service or facility is a material term of the tenancy agreement. However a service or facility, other than an essential or material one may be restricted or terminated provided that the landlord

(a) gives 30 days' written notice, in the approved form, of the termination or restriction, and

(b) reduces the rent in 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. (my emphasis)

I find that this dispute relates both to the Act and the tenancy agreement. I find that the landlord did remove a service or amenity previously included in the rent. I accept the tenant's evidence that the value of this service is at least \$81.00 per month, with the expectation that the pay-to-use dryer is restored to full efficiency, which is an expectation under section 32 of the Act.

Accordingly, I find that the tenancy agreement will no longer include free laundry for the tenant as of May 1, 2014. I therefore order that the tenant's base rent be reduced from \$1,200.00 per month to \$1,119.00 per month effective May 1, 2014, at which time the rent increase of \$26.00 will also take effect, thereby making the new monthly rate, to be paid by this tenant, \$1,145.00 per month effective May 1, 2014.

Based on the evidence and testimony I hereby order that, as of May 1, 2014, the rental rate for this unit is \$1,145.00 and does not include access to free laundry.

The tenant is successful in the application and is entitled to be reimbursed for the \$50.00 cost of this application, which the tenant is at liberty to deduct from the next rent payment owed to the landlord.

Conclusion

The tenant is successful in the application and is granted a rent abatement for loss of free laundry facilities.

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 07, 2014

Residential Tenancy Branch

