



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RR, O, FF

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking a rent reduction.

The hearing was conducted via teleconference and was attended by the tenant and the landlord and his agent

Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to a rent reduction for services that have been terminated and to recover the filing fee from the landlord for the cost of the Application for Dispute Resolution, pursuant to Sections 27, 65, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The parties agree the tenancy began on December 1, 2011 as a month to month tenancy for the monthly rent of \$1,100.00 due on the 1st of each month with a security deposit of \$550.00 paid. The landlord has not imposed any rent increases since the start of the tenancy.

The parties agree that at the start of the tenancy the tenancy included a washer and dryer in the rental unit at no additional charge to the tenant. The tenant submits that she also used the room as storage.

The parties agree that in March 2013 the landlord informed the tenant that he would be removing the laundry room from the rental unit and it would become a laundry room for all of the rental units in the residential property (a duplex with two rental units per side).

The landlord acknowledged this changed reduced the total square footage of the rental unit. The landlord stated the rental unit was a 2 bedroom unit of approximately 1,250 square feet and that the laundry was approximately 8 feet by 8 feet. The parties agreed the landlord did provide the tenant with storage external to the rental unit under the stairs.

The tenant submits that the storage under the stairs is not adequate; that it is cold and wet and/or damp in the additional storage. The landlord testified that the tenant has not raised any issues, prior to this hearing, with the inadequacy of the storage space.

The tenant testified that since April 2013 she has had to pay \$30.00 per month for laundry that was formerly included in her rent. She therefore seeks a rent reduction in this amount and seeks a further reduction for the loss of space in the rental unit.

Analysis

Section 27 of the *Act* states a landlord must not terminate or restrict a service or facility if the service or facility is essential to the tenant's use of the rental unit as living accommodation or providing the service or facility is a material term of the tenancy agreement. The section goes on to state that the landlord may restrict or terminate a service or facility that is not essential or a material term if the landlord gives 30 days' written notice of the termination or restriction, and 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.

Based on the testimony of both parties I find that the provision of laundry in the rental unit at no charge was a part of the original tenancy agreement. Therefore, I find that if the landlord wanted to terminate the free service he was required under Section 27 to reduce the rent by an amount equivalent to the reduction in the value of the tenancy agreement.

While I accept that the landlords have not availed themselves of implementing any allowable rent increases over the course of the tenancy this does not allow the landlord to ignore Section 27 when terminating or restricting an existing service. As such, I find the tenant is entitled to a rent reduction for loss of the existing free laundry service. Based on her undisputed testimony I accept that \$30.00 per months seems to be a reasonable value in the reduction.

As to the tenant's claim for a reduce rent for the loss of space in the rental unit, I accept that the landlord did remove a 64 square foot room from the rental unit. However, I also accept that the landlord accommodated this loss by providing the tenant with alternate storage in the residential property.

If the storage provided to the tenant is inadequate or suffers from deficiencies it is incumbent on the tenant to inform the landlord of these problems and allow the landlord an opportunity to repair any problems.

As the tenant did not dispute the landlord's testimony that the tenant had not complained about any problems with the storage I find the additional storage under the stairs provided to the tenant is sufficient compensation for the removal of storage space from the rental unit itself.

As per the above, I dismiss the portion of the tenant's Application seeking compensation for the loss of physical space.

Overall, I find the tenant is entitled to an ongoing rent reduction in the amount of \$30.00 per month beginning April 2013. As such, I find the tenant is entitled to retroactive rent reduction for the period of April 2013 to January 2015 inclusive or a total of \$690.00.

Further, beginning on February 1, 2015 I order the tenant's rent to be reduce to \$1,070.00 per month, until such time as the tenancy ends or the landlord increases the rent in accordance with the relevant sections of the *Act*.

Conclusion

I find the tenant is entitled to monetary compensation pursuant to Section 67 in the amount of **\$740.00** comprised of \$690.00 rent owed and the \$50.00 fee paid by the tenant for this application. I order the tenant may deduct this amount from a future rent payment pursuant to Section 72(2)(a).

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: January 13, 2015

Residential Tenancy Branch

