



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC, FF

Introduction

This is an application for an order for the landlord to comply with the Residential Tenancy Act and the tenancy agreement.

Some documentary evidence and written arguments has been submitted by the parties prior to the hearing.

I have given the parties the opportunity to present all relevant evidence, and to give oral testimony, 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

The issue is whether or not the landlord is unreasonably restricting the tenant's use of the laundry facilities or has breached the tenancy agreement.

Background and Evidence

The applicant testified that:

- On February 17, 2013 she signed the tenancy agreement with the landlord that states that laundry is included.
- When the landlord gave her a tour of the rental unit at the beginning of the tenancy, she was shown the laundry room, and was shown a schedule of laundry-(a copy is included in the evidence) that showed that the North basement suite would do laundry on Sundays, and the South basement suite would do laundry on Wednesdays, and she was told that the other five days were for her.
- As of approximately a month and a half ago the landlord has now restricted her laundry privileges and has increased the days on which the other tenants are allowed to do laundry.
- Since I was promised all days except Sunday and Wednesday were hers to do laundry, I am not now willing to have my days reduced and I want an order allowing me to continue to do laundry on all days of the week other than Sunday and Wednesday.

The respondent testified that:

- The applicant was told at the beginning of the tenancy that she could do laundry three days a week and I have no idea where she got schedule of laundry that she's included in this application for dispute resolution as it was certainly not included in the tenancy agreement.
- I know nothing about this schedule of laundry, and I certainly did not discuss it with the applicant when we toured the rental unit at the beginning of the tenancy.
- The applicant is fully aware that there are three rental units that share this laundry facility and is unreasonable for her to expect that she should have five days of the week to do laundry and that the other two units should only have one day per week each.

- She has never told the tenant's what day specifically they could do their laundry, however she has told this tenant that she had three days a week, she told the tenant in the North basement suite that they had one day a week, and she told the tenants in the South basement suite that they had two days a week.
- She has always left it up to the tenants to arrange amongst themselves which days they would use the laundry facilities and has never had any problem before.
- This is the first time that she's had any problem with the parties sharing the laundry facilities and she thinks that the applicant is being very unreasonable.

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

- She can't prove that the schedule of laundry was in the laundry room or that the landlord discussed it with her when she moved in, however it was there and it certainly was discussed.
- The tenancy agreement says that laundry is included, and it does not limit the number of days that the laundry facilities can be used.
- She believes that since there's no restriction in the tenancy agreement she can technically use laundry facilities any day she wants, however she is still willing to allow the other tenants to use the laundry facilities on Sunday, and Wednesday.

Analysis

It is my finding that the applicant has not met the burden of proving that she was promised use of the laundry room on all days of the week other than Sundays and Wednesdays.

The applicant claims that the schedule of laundry that she included in her evidence package was in the laundry room when she moved into the rental unit, however she has provided no evidence in support of that claim, and the landlord denies ever seeing this schedule of laundry.

It is also my finding that the tenant was well aware, when she moved into the rental property, that this laundry facility was shared by three rental units, and I find it unlikely that the landlord would have told her that she would be allowed five days of the week to do laundry and the other two rental suites would only be allowed one day each.

I find that the landlord's proposed schedule of three days a week for the applicant, two days a week for the South basement suite, and one day a week for the North basement suite to be quite reasonable, and I will not order that the applicant be allowed to do laundry five days of the week.

Conclusion

As stated above, it is my decision that the applicant has not met the burden of proving that the landlord is not complying with the Residential Tenancy Act or the tenancy agreement however, since the parties do not seem to be able to work out a laundry schedule amongst themselves, is my decision that the applicants days for laundry are to be Thursday, Friday, and Saturday.

The landlord must therefore make arrangements with the other tenants to ensure that their laundry days are assigned on the remaining days of Sunday through Wednesday.

I also deny the tenants application for recovery of her filing fee.

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: February 02, 2015

Residential Tenancy Branch

