



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

OLC

Introduction

This is an application for an order for the landlord to provide free laundry service.

Some documentary evidence and written arguments have been submitted 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 has removed the service that was previously provided.

Background and Evidence

This tenancy began on March 1, 2010.

Laundry was not provided with the tenancy; however the landlord had provided coin laundry rooms on each floor since the beginning of the tenancy.

On November 12, 2014 the landlord sent a letter to the tenants stating that they were going to change the washers and dryers to work without coins as an added service, in exchange for an increase in monthly rent, and asking the tenants to attend at the office to sign the document agreeing to the increase for added services.

The applicant testified that he did not agree to the amount requested by the landlords for the added service and therefore he refused to sign the agreement.

The applicant further testified that even though he did not sign the agreement, the coin-operated machines were changed to free for the month of November 2014, and therefore he believes that since he paid his rent for the month of November 2014, free laundry is now considered a part of his tenancy agreement.

The applicant is therefore requesting that the landlord be required to provide free laundry, or reduce his rent by \$50.00, which is the amount the landlord was requesting in increased monthly rent for the added service of free laundry.

The applicant further argued that there was discrimination in the amounts offered for the added service, as the amount was not equal for all rental units. The landlord was offering him the increase service for \$50.00 per month, whereas other units were given the added service for \$25.00 per month, \$18.00 per month, and even as low as \$13.00 per month.

The respondent testified that the coin-operated laundry units had been broken into and vandalized, having the coins stolen from the units and therefore to try to avoid any further break and enters they decided it would be better if they included laundry in the rent rather than having coin-operated units in the building.

The respondent further testified that they therefore offered to provide laundry in the tenancy agreements for an increase in the rent, however the applicant declined the offer and therefore laundry was never included in his rent.

Further the respondent stated that only reason that the laundry facilities were free for the month of November 2014 was to ensure that the parties still had access to laundry facilities while the units were being repaired or replaced after the vandalism.

The respondent also stated that since there were some people who refuse to agree to an increase in their rent to have laundry included, they left the laundry facilities on the third floor as coin-operated laundry.

The respondent further stated that the reason that different units are paying different amounts per month is because some of the units have a different number of people living in them, plus she did negotiate with the parties and came to lower amounts for some. She also stated that she had attempted to negotiate with the applicant and even offered to lower the amount of \$30.00 per month, however he still refused to accept that amount.

Analysis

It is my finding that free laundry was never included in the tenancy agreement of the applicant.

The applicant seems to believe that because he did not have to pay for laundry during the month of November 2014, that this tenancy agreement is automatically changed to include free laundry, however it is my finding that it has not changed to include free laundry.

The tenant did not have to pay for laundry during the month of November 2014; however I accept the landlord's statements that this was provided to ensure that laundry facilities were available while the machines were repaired or replaced. This does not however change the tenant's tenancy agreement to allow for free laundry.

The tenant was offered to have laundry included if the tenant agreed to an increase in the monthly rent, however the tenant refused that offer and no agreement was made with the landlord to include laundry services.

Further, the tenant still has access to coin-operated laundry machines on his floor, as he always has since the beginning of the tenancy, and therefore it is my finding that the landlord has not removed a service or facility.

As far as the tenants claim that the landlord has discriminated by charging different amounts to different people, I do not find any evidence of discrimination. The landlord offered a service for a certain amount of money, and the parties had the right to accept that service at that amount, negotiate a different amount, or refuse the service. In this case, even though the landlord did attempt to negotiate a lower amount than originally offered, the tenant refused the service.

Conclusion

I will not be issuing any order against the respondent. 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: March 24, 2015

Residential Tenancy Branch

