



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

DRI, PSF, RR

Introduction

This hearing was scheduled in response to the tenant's application for dispute resolution in which the tenants have disputed an additional rent increase, a request the landlord provide a service or facility required by law and that the tenant be allowed to reduce rent for repairs, services or facilities agreed upon but not provided.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the evidence and testimony provided.

The landlord agreed to accept evidence that was served outside of the time limit by the tenant.

Issue(s) to be Decided

Has the landlord imposed an illegal rent increase?

Must the landlord be Ordered to provide hot water?

Is the tenant entitled to reduce rent for the loss of a washing machine and loss of lawn cutting service?

Background and Evidence

A copy of the tenancy agreement was supplied as evidence. The tenancy agreement was signed on September 23, 2013 for a tenancy commencing October 1, 2013. The tenant G.J. was the sole signatory, as tenant. Co-applicant R.W. and a third party, H.W. are listed in clause two of the tenancy agreement as permitted occupants of the rental unit.

The parties agreed that rent is based on income and calculated as required by an operating agreement between the landlord and BC Housing Management Commission. The landlord provided documentation which has been issued by BC Housing Management Commission, setting out the process for determining rent and rent increases

The tenant said that at the start of the tenancy she went a period of time without hot water. The tenant confirmed that she currently has hot water and that an Order is not required.

The tenant said that when she viewed the rental unit there was a washing machine in the home and that the landlord's agent told her it would be removed. There was no dispute that the tenancy agreement does not include laundry services. The tenant said that she signed the tenancy agreement under duress as she had to vacate her previous home and if she did not accept the rental unit as offered, she would be living on the street. The tenant said the landlord knew she wanted laundry facilities.

The tenant and landlord agreed that the grass for this single-family dwelling was cut on one occasion by the landlord's contractor in the fall of 2013 and once in the spring of 2014. The tenant wants this service reinstated. The landlord said that the contractor made an error in cutting the tenant's lawn. The landlord only maintains the yard in multi-unit rentals and cannot afford to provide this service when a tenant occupies a single family dwelling. When the landlord realized the contractor had mistakenly cut the lawn they directed them to cease. The tenant agreement does not include a term providing lawn cutting service.

During the hearing the landlord offered to cancel a 10 day Notice to end tenancy for unpaid rent that had been issued on April 22, 2015. The Notice was issued for lack of payment of \$140.00 for May 2015 rent. This sum is in dispute. The landlord said they are willing to forgive payment of the \$140.00 for May 2015 only and to withdraw the Notice in recognition of the tenant's grievances. The tenant will owe the additional \$140.00 in June 2015.

The tenant agreed that the 10 day Notice to end tenancy should be cancelled and accepted the landlord's offer of a \$140.00 rent reduction from May 2015 rent owed. The tenant's current balance owed is zero.

During the hearing the tenant said she was not seeking a monetary sum from the landlord.

Analysis

Clause five of the tenancy agreement signed between the parties sets out the subsidized rent which is calculated based upon the number of occupants of the premises and their incomes. Recently the landlord has imposed an additional rent increase for occupant R.W. in the sum of \$140.00.

Section 2 of the Residential Tenancy Regulation provides, in part:

Exemptions from the Act

2 Rental units operated by the following are exempt from the requirements of sections 34 (2), 41, 42 and 43 of the Act [assignment and subletting, rent increases] if the rent of the units is related to the tenant's income:

(a) the British Columbia Housing Management Commission...

As this tenancy is bound by a tenancy agreement for a rental unit operated by a landlord who operates under the auspices of the British Columbia Housing Management Commission, I find that the landlord is exempt from the requirement of rent increases set out in the Residential Tenancy Act.

Therefore, I must decline jurisdiction in relation to the dispute related to a rent increase.

There was no need to make any Order in relation to hot water service as the tenant has hot water.

Residential Tenancy Branch (RTB) policy (#1) suggests that a tenant is responsible for lawn and basic garden maintenance when renting a single family dwelling. As the tenant is not in a multi-unit dwelling I find that policy applies and that the landlord is not required to provide lawn services.

In relation to the provision of laundry machines, I find that the tenant has not proven she was under duress when she signed the tenancy agreement. It appears that the landlord was offering the tenant housing when the tenant had no other options; which I find in fact provided the tenant with a housing option she would otherwise not have had. The tenant signed the tenancy agreement aware that laundry was not provided. Therefore, I find that the request the landlord provide laundry services is dismissed. The tenant is at liberty to install and maintain her own machines.

The tenant was warned that the even though the Notice to end tenancy issued on April 22, 2015 is withdrawn and the rent adjusted for the month of May 2015, she will continue to owe the rent imposed by the landlord effective June 1, 2015. The landlord suggested that if the tenant had a dispute related to the method of subsidized rent that has been calculated she could contact BC Housing Management Commission for further information.

Therefore, the tenant's application is been dismissed with the exception of the rent increase dispute. Jurisdiction is declined in relation to the rent increase dispute.

The tenant did not make a specific claim for rent reduction but has agreed to accept a rent reduction for May 2015 in the sum of \$140.00 as settlement of any claim she had.

Conclusion

In relation to the rent increase dispute, jurisdiction is declined.

The balance of the claim is dismissed.

This decision is final and binding and 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: May 27, 2015

Residential Tenancy Branch

