



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: OLC, RR

### Introduction

This hearing concerns the tenant's application for an order instructing the landlord to comply with the Act, Regulation or tenancy agreement / and permission to reduce rent for repairs, services or facilities agreed upon but not provided. Both parties attended and / or were represented and gave affirmed testimony.

### Issue(s) to be Decided

Whether the tenant is entitled to the above under the Act, Regulation or tenancy agreement.

### Background and Evidence

The unit which is the subject of this dispute is 1 of what are 2 separate rental units located in the upstairs portion of a duplex. There are 2 additional rental units located in the downstairs portion of the duplex.

There is no written tenancy agreement in evidence for this tenancy which began in 2000. Monthly rent is \$1,050.00, and has remained unchanged since tenancy began. There is no evidence before me in regard to whether a security and / or pet damage deposit was collected. The current landlord purchased the property approximately 1 year after this tenancy began.

When tenancy began, a side-by-side washer and dryer were located within the unit and included in the rent. However, in April 2013 the landlord removed the washer and dryer from the unit. Since that time the tenant's access to a washer and dryer has been limited to a common area which is located downstairs and is used by all renters in the duplex. While there is no direct cost associated with operating the dryer, the washer requires payment of \$3.00 per load. The tenant estimates that she completes an average of between 2 to 3 loads of wash per week. The tenant seeks a rent reduction as compensation for payment required to operate the washer when, as earlier noted, free use of both appliances located within her unit was originally included in the rent.

Further to the above, the tenant claims that the landlord's son, "RC," issued a notice of rent increase (the "notice") in March 2015. The tenant claims that the notice has not been issued in the proper form. Further, the tenant claims that the amount of rent increase sought is in excess of the allowable rent increase in 2015 which is 2.5%. During the hearing, the landlord's agent stated that the notice issued by the landlord's son is to be disregarded, and that at such time as the landlord may wish to increase rent, notice will be given in the proper form and in the allowable amount.

### Analysis

Section 27 of the Act addresses **Terminating or restricting services or facilities**, and provides in part:

27(2) A landlord may terminate or restrict a service or facility, other than one referred to in subsection (1), if 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.

Based on the documentary evidence and testimony, I find that the removal of free use of the washer and dryer from the tenant's upstairs unit in April 2013, and the creation of access to a dryer and a pay-as-you-go washer in a common area located downstairs, reflects a reduction in the value of the tenancy. On balance, I find that the value of this reduction is equivalent to \$7.50 per week (calculated on the basis of 2 ½ loads of wash per week at \$3.00 per load), or \$390.00 per year (calculated on the basis of \$7.50 per week x 52 weeks), or \$32.50 per month (calculated on the basis of \$390.00 per year ÷ 12 months). Accordingly, I find that the tenant has established a claim of **\$877.50**, calculated as follows:

*\$390.00: April 2013 to March 2014*

*\$390.00: April 2014 to March 2015*

*\$97.50: \$32.50 for each of April, May & June 2015*

Following from all of the foregoing, I **ORDER** that effective from **July 01, 2015**, the tenant's current rent of \$1,050.00 be reduced by \$32.50 to **\$1,017.50**, until such time as the tenancy ends, or until such time as the landlord increases rent in accordance with the relevant statutory provisions.

Pursuant to the above, I further **ORDER** that the tenant may withhold the retroactive entitlement of **\$877.50**, as above, from a future payment of rent.

Finally, the parties are informed of the provisions set out in section 32 of the Act, which speaks to **Landlord and tenant obligations to repair and maintain**, in part:

32(1) A landlord must provide and maintain residential property in a state of decoration and repair that

- (a) complies with the health, safety and housing standards required by law, and
- (b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

During the hearing the landlord's agent, "TA" provided his contact particulars and confirmed for the tenant that any concerns arising from the tenancy can be brought to his attention in his capacity as the landlord's agent. Accordingly, the tenant has the option of addressing any particular concerns around the functioning of the dishwasher and taps, for example, to the attention of "TA."

### Conclusion

Pursuant to section 67 of the Act, I find that the tenant has established a claim of **\$877.50**, which may be withheld from a future payment of rent.

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: June 24, 2015

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Residential Tenancy Branch

