



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      DRI, O, OLC, PSF

### Introduction

This is an application brought by the Tenant(s) requesting an Order that the landlord comply with the Residential Tenancy Act, that the landlord provide service or facilities required by the tenancy agreement, and disputing rent increase.

The applicant testified that the respondent was served with notice of the hearing by registered mail that was mailed on August 16, 2016; however the respondent did not join the conference call that was set up for the hearing.

Pursuant to section 90 of the Residential Tenancy Act, documents sent by registered mail are deemed served five days after mailing and therefore it is my finding that the respondent has been properly served with notice of the hearing.

All testimony was taken under affirmation.

### Issue(s) to be Decided

The issues are;

- Whether or not to Order the landlord to restore use of the laundry facilities.
- Whether the landlord has given the tenant an illegal rent increase.

### Background and Evidence

The applicant testified that this tenancy began in March of 2013 and the present monthly rent is \$1400.00.

The applicant further testified that use of the washer and dryer has always been included with the tenancy, however the landlord has withdrawn access to the washer

and dryer as of September 1, 2016, and therefore he is requesting an Order that the landlord restore the use of the laundry facilities.

The applicant further testified that the landlord has stated in an e-mail that she will also no longer provide hydro utilities and gas utilities, and expects the tenant to pay for those services as of October 1, 2016. He had been asking for an Order for the landlord to continue providing the Hydro and gas utilities, however he is now vacating the rental unit on September 30, 2016, and therefore this is a moot point.

The applicant further testified that the landlord has also stated in an e-mail that she expects him to pay \$225.00 for increased costs of Internet service. The applicant states that he believes this is an illegal rent increase and does not believe he should have to pay this cost.

The applicant further testified that the landlord had also stated, in her e-mail, that the rent would be raised by 2.9% effective November 1, 2016; however the landlord has never served a proper notice of increase form. He further stated that he was also disputing this rent increase however again since he is vacating prior to November 1, 2016 this too is a moot point.

### Analysis

Section 27 of the Residential Tenancy Act states:

**27** (1) A landlord must not terminate or restrict a service or facility if

(a) the service or facility is essential to the tenant's use of the rental unit as living accommodation, or

(b) providing the service or facility is a material term of the tenancy agreement.

(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.

In this case the landlord has neither given the 30 day written notice in the approved form, nor has she stated that the rent would be reduced in an amount equivalent to the

reduction of the value of the tenancy agreement, and therefore I have issued an Order for the landlord to restore laundry facilities.

It is also my finding that the landlord's additional charge for Internet services is an illegal rent increase and it's my decision that the tenant does not have to pay that illegal amount.

Although it is moot at this point, I will also state that the landlords e-mail stating that rent would be increased by 2.9% as of November 1, 2016 was not a valid notice of rent increase, as it was not in the approved form.

Further, although this too is a moot point, the landlord did not have the right to start charging the tenants for the gas utility and Hydro utility, as that too would be considered an illegal rent increase.

### Conclusion

I hereby Order, pursuant to section 27 of the Residential Tenancy Act that the landlord restore the laundry facilities until the end of this tenancy.

I further Order that the landlords request for an additional \$225.00 for Internet is an illegal rent increase which the tenant does not have to pay.

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: September 14, 2016

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Residential Tenancy Branch