



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Jabs Construction Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OLC, O

Introduction

This is an application brought by the tenant(s) requesting an order for the landlord to comply with the Act, and Regulation, or tenancy agreement. Some documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All parties were affirmed.

Issue(s) to be Decided

The issue is whether or not the landlord is required to provide coin-operated laundry facilities.

Background and Evidence

The applicant testified that in her tenancy agreement it states that laundry is free; however ever since she moved into the rental property laundry has been supplied through coin-operated machines, and she has not complained as it was not that expensive.

The applicant further testified that the landlords have recently removed the coin-operated machines from the laundry room and instead have implemented a \$20.00 per month charge for unlimited laundry.

The applicant further testified that in 2015 the total amount she paid for coin-operated laundry was \$115.00 however, at the new charge it would cost her \$240.00 per year, which is more than a 100% increase.

The applicant further testified that, in section 3 of her tenancy agreement, it states that a landlord cannot take away or make the tenant pay extra for service or facility that is already included the rent.

The applicant is therefore requesting an order that the coin-operated laundry machines be put back in place, or that the amount she has to pay for laundry be reduced to an amount similar to what she paid per year for coin-operated laundry.

The landlord testified that laundry is not included in the tenant's tenancy agreement, and in fact, on the tenancy agreement, the box beside laundry is not checked off as one of the items included in the rent.

The landlord further testified that they have not removed laundry facilities, they have simply change from pay-as-you-go to a monthly payment and this was done due to concerns of possible theft from the coin boxes, as this has occurred at some of their other rental properties.

The landlords further testified that they are not willing to switch back to coin-operated units, as many the tenants are happy with the cost of \$20.00 per month for unlimited laundry, and they still have a concern of possible theft, should they switch back to coin-operated units.

In response to the landlord's testimony the tenant testified that although the check box beside laundry has not been checked off, it states beside the word laundry, in brackets, "free", and therefore she believes laundry was supposed to be free even though it's not included in the rent.

Analysis

It is my finding that the applicant is mistaken when she believes that laundry is included in her tenancy agreement for free.

In the section of the tenancy agreement that states what is included in the rent there are boxes to be checked off, and one of those boxes is "laundry (free)"; however as stated by both the landlords and the tenant that box has not been checked off and therefore free laundry is not included.

The mistake that the applicant/tenant has made is that it was her understanding that although laundry was not included in the rent, the fact that the word free was inserted in brackets after the word laundry, meant that laundry was still included with the tenancy however it was free. It is my finding however that this is not what that means. Having the word free in brackets after the word laundry would only mean that laundry would be free (at no extra charge), if it was checked off as included in the rent.

It is my finding therefore that the landlord is not obligated to provide laundry services to the tenant for free, and since laundry service is still available to the tenant at a monthly charge, it's my finding that the landlord is still providing the service that had previously been provided. The method of paying for that service may have changed, however the landlord has the right to set the charge for laundry services as it is not included in the rent.

I therefore am not willing to issue any orders for the landlord to provide coin-operated laundry, nor am I willing to issue an order for the landlord to charge a lower amount for laundry services.

Conclusion

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: October 17, 2016

Residential Tenancy Branch

