



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OLC, FF

### Introduction

This hearing dealt with the tenants' application pursuant to the *Residential Tenancy Act* (the "*Act*") for:

- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement pursuant to section 62; and
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

The tenants and landlord attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlord confirmed receipt of the tenants' application for dispute resolution package and the tenants confirmed receipt of the landlord's evidence package. In accordance with sections 88 and 89 of the *Act*, I find that the landlord was duly served with the application and the tenants were duly served with the evidence package.

### Issue(s) to be Decided

Are the tenants entitled to an order requiring the landlord to comply with the *Act*, *Regulation* or tenancy agreement?

Are the tenants authorized to recover the filing fee for this application from the landlord?

### Background and Evidence

As per the submitted tenancy agreement and testimony of the parties, the tenancy began on March 24, 2016 on a fixed term until March 31, 2017. Rent in the amount of \$1,600.00 is payable on the first of each month. The tenants remitted a security deposit in the amount of \$800.00 at the start of the tenancy. The tenants continue to reside in the rental unit.

The tenants testified that on an unspecified date, while doing laundry they noticed a burning smell coming from the dryer. The tenants reported the issue to the landlord and

were told the tenants were responsible for maintenance of the laundry facilities. During the hearing, the tenants confirmed the smell has disappeared however they still seek an order for the landlord to comply with the *Act* and provide maintenance of the laundry facilities.

The landlord testified that the tenants signed, initialled and agreed that laundry facilities were not included in their tenancy agreement. The landlord explained that as a nice gesture to save the tenants the cost of acquiring a washer and dryer he supplied a used set with guaranteed repairs and maintenance for six months. The landlord testified that the tenants' request for maintenance fell outside the six-month period and therefore the tenants were responsible for the maintenance. The landlord provided a copy of the tenancy agreement, which reflects an initialled handwritten notation, that "laundry washer/dryer supplied – not responsible for maintenance."

In response, the tenants testified that at the time they signed the tenancy agreement they were unaware that this term was not in compliance with the *Act*.

### Analysis

The *Act* establishes laundry as a service or facility. Service or facility is defined as one that is provided or agreed to be provided by the landlord to the tenant of a rental unit. Based on the evidence presented, I am satisfied that in this case, laundry is a facility provided by the landlord and therefore included in this tenancy.

Although the tenancy agreement sets out that laundry is not included in the rent, the landlord's actions contradict this. The landlord clearly agreed to provide a washer and dryer and fulfilled this agreement by supplying the washer and dryer with the expectation that the tenants would use the laundry facilities. The landlord did not charge the tenants for the use of the washer and dryer thereby indicating the use of the laundry facilities are included in the rent.

The handwritten inclusion of a washer and dryer on the tenancy agreement is contrary to the exclusion of laundry facilities on the tenancy agreement. In instances where a tenancy agreement is unclear or ambiguous, the agreement is interpreted to the benefit of the party that did not draft the agreement, in this case, the tenants.

As laundry facilities are provided and form part of this tenancy, the landlord is obligated to repair the washer and dryer. The landlord's clause in the tenancy agreement

stipulating repairs are guaranteed for six months is inconsistent with the *Act* and consequently unenforceable. Pursuant to section 62 of the *Act*, I order the landlord to provide any necessary inspections/repairs to the washer and dryer.

As the tenants were successful in this application, I find that the tenants are entitled to recover the \$100.00 filing fee paid for the application.

### Conclusion

The landlord is ordered to provide any necessary inspections/repairs to the washer and dryer.

The tenants are entitled to deduct \$100.00 from future rent in satisfaction of the monetary award to recover the filing fee.

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: January 23, 2017

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Residential Tenancy Branch