



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC, RR, FF

Introduction

On November 1, 2016, the Tenants applied for dispute resolution seeking the following:

- for an order that the Landlord to comply with the *Residential Tenancy Act (the Act)*, regulations, or tenancy agreement.
- to allow the Tenant to deduct the cost of repairs, services or facilities from the rent.
- to recover the cost of the filing fee.

The matter was scheduled for a teleconference hearing. Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained. The evidence was reviewed and confirmed received by each party. The parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to present affirmed oral testimony and to make submissions during the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary and Procedural Matters

The Tenant O.A. testified that he served the Landlord with documentary evidence prior to the hearing and also provided a copy of the evidence to the Residential Tenancy Branch (RTB) through Service BC. The Tenant could not recall the date he submitted the evidence.

The Landlord testified that he received the Tenant's documentary evidence. The RTB never received a copy of the Tenant's evidence. A query of the RTB case management system contains no record that the RTB ever received documentary evidence from the Tenants.

The Tenant O.A. testified that his documentary evidence is the same as the evidence provided by the Landlord. The hearing proceeded and the Tenant had an opportunity to provide direct testimony during the hearing.

Issues to be Decided

- Are the Tenants entitled to an order that the Landlord to comply with the Residential Tenancy Act (the Act), regulations or tenancy agreement.
- Are the Tenants entitled to deduct the cost of repairs, services or facilities from the rent?
- Are the Tenants entitled to recover the cost of the filing fee?

Background and Evidence

The parties testified that the tenancy began on April 1, 2016, as a fixed term tenancy that continues until March 31, 2017. Rent in the amount of \$1,400.00 is due on the first day of each month. A security deposit of \$700.00 was paid by the Tenant to the Landlord. The Landlord provided a copy of the tenancy agreement.

The Tenant O.A. testified that on November 18, 2016, he received an email from an occupant that resides in a different suite in the rental property asking the Tenant to return the keys to the back door of the occupant's suite.

The Tenant testified that the Landlord is restricting the Tenants use of the laundry facility. The Tenant testified that he used the laundry for 8 months and the occupant is unilaterally taking back a service.

The Tenant O.A. agreed in the hearing that the tenancy agreement provided by the Landlord is the agreement he signed on March 23, 2016. The Tenant testified that while the tenancy agreement does not include laundry as an included service or facility, there is no question that the use of the laundry was included.

The Tenant is seeking a reduction of rent in the amount of \$115.00 per month due to the restriction of the use of the laundry facility.

In response, the Landlord testified that laundry is not a service or facility that is included in the tenancy agreement. The Landlord testified that the Landlord did not provide the Tenants with a key to the other occupant's rental unit to use the occupants laundry. The Landlord testified that the occupant became friends with the Tenants and provided the Tenants with a key to use her laundry within her rental unit.

The Landlord testified that the occupant changed her mind about letting the Tenants enter her unit and use the laundry, and she requested the keys to her unit back. When the Tenant would not return the keys, the occupant had the locks changed and provided the Landlord with a copy of the new key.

The Landlord testified that the agreement for use of the laundry was between the Tenants and the occupant. The Landlord testified that the Landlords were not witness to any agreement that the Tenants reached regarding the use of the occupant's laundry room.

Section 65 of the Act states that if the director finds that a Landlord or Tenant has not complied with the Act, the regulations or a tenancy agreement, the director may order that past or future rent must be reduced by an amount that is equivalent to a reduction in the value of a tenancy agreement.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The Tenancy agreement dated March 23, 2016, and signed by the parties does not include the service or facility of laundry.

There is insufficient evidence from the Tenants to establish that the Landlord is responsible to provide laundry. I find that the tenancy agreement provided by the Landlord has more weight than the testimony of the Tenant. I find that the Landlord is not required to provide the Tenants with laundry service.

I find that the Tenants did not suffer a loss of use of the rental unit, or a loss of a service or facility and I dismiss the Tenant's claim for a rent reduction.

Section 72 of the *Act* gives me authority to order the repayment of a fee for an application for dispute resolution. Since the Tenants were not successful with their Application, I decline an order for the Landlord to repay the \$100.00 fee that the Tenants paid for dispute resolution.

Conclusion

The tenancy agreement does not include a term for providing laundry service. The Tenant has not suffered a loss of use of a service or facility under the tenancy agreement. The Tenant's Application is dismissed.

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 18, 2017

Residential Tenancy Branch