



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, OLC, FF

Introduction

On April 21, 2017, the Tenants applied for dispute resolution seeking money owed or compensation for damage or loss under the *Residential Tenancy Act* (“the Act”), regulation, or tenancy agreement, and for the Landlord to comply with the Act, regulation or tenancy agreement.

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 Residential Tenancy Branch 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 Tenants have separate tenancy agreements with the Landlord and share a tenancy in common; however, the Tenants applied for dispute resolution using the same application. While the Tenants would normally be required to file separate applications, I find that the Tenants have the same issues, and I heard the matter jointly.

Issue to be Decided

- Are the Tenants entitled to compensation for damage or loss under the Act, regulation or tenancy agreement?

Background and Evidence

Both Tenants rent rooms in a self-contained rental unit and share the common areas of the living room, bathroom and kitchen. The parties testified that they do not share the kitchen and bathroom with the Landlord.

The parties agreed that the tenancy for Mr. S.H. began in June 2016. Mr. S. H. is required to pay rent in the amount of \$550.00 per month. He paid a security deposit of \$275.00 to the Landlord.

The parties agreed that the tenancy for Mr. D.W. began in August 2016. Mr. D.W. is required to pay rent in the amount of \$600.00 per month. He paid a security deposit of \$300.00 to the Landlord.

The Tenants and the Landlord testified that the Landlord did not provide the Tenants with a written tenancy agreement.

The Landlord and Tenants testified that the rent includes the services and facilities of hydro, internet/ cable, laundry and water.

The Tenants submitted that the Landlord took away the use of the laundry facility in November 2016. The Landlord reduced the amount of rent each Tenant was required to pay by \$30.00 per month in compensation for the loss of the service. The Tenants are seeking additional compensation of \$240.00 each comprised of an additional \$40.00 per month for the past six months.

The Tenant Mr. D.W. testified that he would regularly use the laundry facility multiple days per week, amounting to approximately 14 loads per month. The Tenant submitted that the cost to do laundry elsewhere is \$5.00 to wash and dry a load. The Tenant submitted that his cost to do laundry elsewhere is \$70.00 per month.

The Tenant Mr. S.H. testified that he would regularly use the laundry facility for 3 - 4 loads per week and he used the facility on multiple days per week.

The Tenants submitted that in March 2017, the Landlord asked them to pay an additional \$25.00 per month for the service of internet and cable.

The Tenant Mr. S.H. testified that the service was not working for approximately 20 days in March 2016. The Tenant contacted the service provider and got the service working. The Tenant Mr. S.H. testified that he paid the extra \$25.00 to the Landlord for the month of April 2017.

The Tenant Mr. D.W. testified that he has not paid the additional \$25.00 that the Landlord was requesting.

The Tenants submitted that the Landlord must not terminate or restrict a service or facility that was included in the tenancy agreement.

In response, the Landlord testified that in November 2016, she locked the laundry door and reduced the Tenants monthly rent by \$30.00. She testified that there were female Tenants living above where the laundry is located and for safety and security reasons, access to the laundry area was stopped. She testified that the Tenants were actually only supposed to have access to the laundry one day per week.

The Landlord testified that her contract with the service provider was a special introductory rate that changed and she asked the Tenants to pay extra to cover the increase in the monthly cost. The Landlord testified that the internet/ cable service was never stopped. She submitted that when the Tenant informed her in March that the cable internet was not working, she sent him a text and asked him to call the provider.

The Landlord testified that Mr. D.W. has not made any payments to her for cable/ internet and has not been in the rental unit to use it.

Analysis

Section 7 of the Act states that if a Landlord or Tenant does not comply with this Act, the regulations or their tenancy agreement, the non-complying Landlord or Tenant must compensate the other for damage or loss that results. A Landlord or Tenant who claims compensation for damage or loss that results from the other's non-compliance with this Act, the regulations or their tenancy agreement must do whatever is reasonable to minimize the damage or loss.

Section 13 of the Act states that a Landlord must prepare in writing every tenancy agreement entered into on or after January 1, 2004. A tenancy agreement must include which services and facilities are included in the rent.

Section 27 of the Act states that a landlord may terminate or restrict a service or facility, if the landlord gives 30 days' written notice, in the approved form, of the termination or restriction, and 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 above, the testimony and evidence of the parties, and on a balance of probabilities, I find as follows:

With respect to laundry services, I find that the Landlord has terminated the service or facility of laundry and has provided compensation to the Tenants.

With respect to the appropriate amount of compensation, the Landlord failed to prepare a written tenancy agreement that lists and details which services and facilities are included in the rent. As such, I accept the Tenants' submissions that there was no restriction put on the number of days per week that the Tenants could use the laundry facility.

I find the Tenant, Mr. D.W.'s claim for \$70.00 for 14 loads per month to be high for a single person. The Tenant did not provide any type of documentary evidence in support his claim for laundry. I find a reasonable amount for laundry to be \$50.00 per month. I find that the Landlord owes the Tenant an additional \$20.00 per month in compensation for loss of the laundry service beginning in November 2016, until May 31, 2017. I find that the Landlord owes the Tenant an additional \$140.00 for the seven month period.

I find the Tenant Mr. S.H's. claim for \$70.00 to be high. The Tenant did not provide any type of documentary evidence in support of his claim for laundry. I find a reasonable amount for laundry to be \$50.00 per month. I find that the Landlord owes the Tenant an additional \$20.00 per month in compensation for loss of the laundry service beginning in November 2016, until May 31, 2017. I find that the Landlord owes the Tenant an additional \$140.00 for the seven month period.

I order the Landlord to either provide the laundry facility or reduce each Tenants' rent by \$50.00 per month from June 2017, forward.

With respect to cable /internet, I find that the service of cable /internet is a term of the tenancy and is included in the rent. The Landlord cannot charge the Tenants an extra monthly amount for providing the basic service of cable and internet. The Landlords extra charge for the service amounts to an unauthorized rent increase.

I order the Landlord to provide the service of cable and internet to the Tenants at no extra cost.

I find that the Tenant Mr. D.W. never paid the monthly charge that was requested by the Landlord for the cable and internet. I also find that there is insufficient evidence from the Tenant that he suffered a loss for the 20 days that the service was down. I find that the Tenant is not entitled to any compensation.

I find that Tenant Mr. S.H. paid \$25.00 to the Landlord in April 2017, for the cable and internet. I also find that there is insufficient evidence from the Tenant that he suffered a loss for the 20 days that the service was down. I find that the Tenant is entitled to recover the \$25.00 he paid in April 2017.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. As the Tenants were mostly successful in their application, I order the Landlord to pay for the cost of the filing fee for the application. Since Mr. D.W. signed the Application, I order the \$100.00 fee be paid to Mr. D.W.

The Tenant Mr. D.W. has established a monetary claim in the amount of \$240.00. I authorize Mr. D.W. to withhold the amount of \$240.00 from one (1) future rent payment.

The Tenant Mr. S.H. has established a monetary claim in the amount of \$165.00. I authorize Mr. S.H. to withhold the amount of \$165.00 from one (1) future rent payment.

Conclusion

The Landlord breached section 13 of the Act by not preparing a written tenancy agreement. The Landlord terminated a service or facility and provided compensation that was not equivalent to the value of the reduction of service.

The Landlord is ordered to provide internet and cable at no extra cost to the Tenants.

The Tenant Mr. D.W. is awarded compensation in the amount of \$240.00

The Tenant Mr. S.H. is awarded compensation in the amount of \$165.00

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 8, 2017

Residential Tenancy Branch