



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ATIRA PROPERTY MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes O OLC PSF

Introduction

Pursuant to section 58 of the *Residential Tenancy Act* (the *Act*), I was designated to hear an application regarding the above-noted tenancy. The tenants' have applied for:

- an Order pursuant to section 62 directing the landlord to comply with the *Act*;
- an Order directing the landlord to provide services or facilities required by law pursuant to section 65 of the *Act*; and
- Other unspecified relief.

Both the landlord and the tenants attended the hearing. The landlord was represented at the hearing by building manager, R.H. (the "landlord"), while the tenants represented themselves at the hearing. They had a legal advocate present at the hearing, but he provided no submissions. All parties present were given a full opportunity to be heard, to present their sworn testimony and to make submissions under oath.

The landlord confirmed receipt of the tenants' Application for Dispute Resolution ("Tenants' Application") and evidentiary package by way of Canada Post Registered Mail on, or around May 31, 2017. On June 26, 2017 an Amendment to their application was confirmed as being received by the landlord. In accordance with sections 88 & 89 of the *Act*, I find that the landlord was duly served with the tenants' Application and evidentiary packages.

Issue(s) to be Decided

Should the landlord be directed to comply with the *Act*?

Are the tenants being denied services required by law? If so, should the landlord be ordered to provide them?

Background and Evidence

Testimony was provided by both parties that this tenancy began on August 26, 2015. Rent is \$570.00 per month and a security deposit of \$187.50 continues to be held by the landlord.

The tenants have applied for an Order directing the landlord to comply with the Act and to provide them with facilities required by law and not provided. Specifically, the tenants argued that the laundry room in their building should be open and unlocked at all times. They stated that the current booking system whereby the tenants must ask for a prescribed time slot restricts their access to the laundry facilities.

During the course of the hearing, the tenants described the manner in which the current laundry system operates. They noted that the landlord keeps the laundry locked at all times and that it is only available for use after a tenant has reserved a two-hour time slot with the landlord. They explained that this causes them numerous issues.

Notably they argued the two hour time slots are not long enough to allow them time to complete their laundry, and these time slots cannot be doubled booked (creating a 4 hr window) so they cannot reserve enough time to complete their laundry. They said mobility issues exist as the landlord has completely restricted tenant access to the 1st floor laundry room. Furthermore, the tenants said that often they have trouble making the time slot they have reserved, or they cannot get the time slot they desire due to other commitments or challenges.

The landlord denied that access to the laundry room is restricted and contended that the reservation system was created out of necessity after numerous incidents in the building. He said that the time slots can be booked two weeks in advance, that no charge is levied to book a time slot, that laundry services are free and open for use 24hrs/day, and that laundry detergent is provided at no charge. The landlord explained that time slots were necessary because of fights, missing clothes and a desire for fairness to everyone in the building. The landlord detailed incidents that had occurred prior to the booking system where residents of the building would continuously wash their clothes for hours on end, preventing any other residents from using the machines.

In addition, the landlord explained that the first floor laundry was changed from a resident's laundry to a staff laundry in October 2016. He said this was to allow specialized home support workers immediate access to machines in emergency

situations such as cleaning arising out of a resident's incontinence issues, or when cleaning bed bugs. He also noted that other residents in the building who had mobility issues had no issue using the laundry room on the 2nd floor, that an elevator takes people from the ground floor to the 2nd floor, that no residents live on the ground floor, and he said that a local Housing Team had provided the tenants with a standing offer to assist the tenants do their laundry.

The tenants challenged the landlord's assertion that this system created a safer and fairer laundry room. The tenants detailed an assault that tenant T.E. experienced in a laundry room, after the implementation of these new rules and regulations. The tenants also stated that the members of the local Housing Team who had offered their services were difficult to get in touch with, and the tenants said the offer of assistance was unhelpful.

Analysis

Residential Tenancy Policy Guideline #22 examines the issue of Termination or Restriction of Services and Facilities. It notes, "A landlord must not terminate or restrict a service or facility if the service or facility is essential to the tenant's use of the rental unit as living accommodation, or terminate or restrict a service or facility if providing the service or facility is material to the tenancy."

During the course of the hearing the tenants argued that their access to the laundry was restricted by the landlord's implementation of 2 hour time slots whereby advance booking of the laundry room was required. They contended that these time slots created unnecessary access issues for them, that the locked doors in fact created a greater danger to persons using them, and that mobility issues existed.

The landlord provided very detailed reasons why the policy concerning access to the laundry room had changed. I find that the reasons provided by the landlord regarding the change in access are very compelling. Furthermore, I do not find that they have led to a termination or a restriction of access, but are merely modifications to the tenants' use of the laundry facilities made out of necessity. The landlord cited the fact that the laundry remains open 24hrs per day, that it is free to use, that complimentary laundry detergent is provided to the tenants, and that these facilities can be booked 2 weeks in advance. In addition, a local Housing Team has written a letter offering their services to the tenants, should they have issues around mobility.

I find that the laundry room remains open equally to all residents and that the changes in the manner it is used do not restrict or terminate the service. While I am sympathetic to the issues that the tenants have raised concerning keeping time slots, or not having enough time to perform all of their laundry in the designated time, I find the offer of assistance by the Housing Team to be generous.

Conclusion

The tenants' application for an Order directing the landlord to comply with the *Act* is dismissed.

The tenants' application for an Order directing the landlord to provide services or facilities required by law 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: July 27, 2017

Residential Tenancy Branch