



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MNDCT OLC FFT

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("the Act") for: an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62; a monetary order against the landlord; as well as authorization to recover the filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, and to make submissions. Both parties confirmed receipt of the other's evidentiary submissions for this hearing. The landlord was assisted by a lawyer. The documentary evidence submitted for this hearing included a copy of the tenancy agreement between the parties and written submissions by the landlord's representative/lawyer.

Issue(s) to be Decided

Is the tenant entitled to an order that the landlord comply with the Act? Is the tenant entitled to a monetary order for the increased cost of laundry in the residential premises? Is the tenant entitled to recover the cost of his filing fee for this application?

Background and Evidence

A copy of the residential tenancy agreement was submitted as evidence at this hearing. This tenancy began on December 1, 2015 on a month to month basis. The current rental amount of \$910.00 and an additional \$15.00 for a parking spot is payable on the first of each month. The landlord testified that they continue to hold the tenant's \$455.00 security deposit paid at the outset of the tenancy.

The tenant/applicant provided undisputed testimony that the landlord has significantly increased the amount charged for laundry (washing and drying) within the residential premises. The tenant argues that the provision of laundry is a service or facility provided under the tenancy agreement and pursuant to the *Residential Tenancy Act*. The tenant argued that since the residential tenancy agreement does not contain a specific cost for laundry that is provided on

the residential premises, it is therefore included within the tenancy rental amount itself. The tenant argues that the landlord cannot raise the cost of laundry because they had already raised the rent by the maximum annual allowable rent increase amount.

The tenant stated that the landlord has increased the cost of laundry on the premises by more than double the cost of the laundry machines when he moved in to his rental unit. He argued that not only should the laundry should have been considered increased when the landlord increased the rent but that the increase in the amount of the laundry is “excessive and unconscionable”.

The landlord made oral and documentary submissions to indicate that the laundry facilities were shown to the tenant at the outset of the tenancy; that the tenant’s cost to do laundry has always been above and beyond the cost of rent for his unit; and that the tenancy agreement does not indicate that a washer/dryer or laundry facilities are included in the rent. The landlord’s lawyer stated that the landlord is entitled to raise the cost of laundry as it is separate and distinct from his obligations to provide services and facilities included within the rental amount paid by the tenant.

The residential tenancy agreement section described as “included in the rent” does not include laundry. The four page residential tenancy agreement does not indicate that the landlord will provide laundry as a free service within the residential premises. Both parties agree that the tenant was aware that the laundry required an additional cost prior to his move-in.

Analysis

In this particular case, I have reviewed the 4 page residential tenancy agreement. I find that there is no reference to the provision of laundry facilities included for the cost of the rental amount. In fact, the only reference to laundry within the tenancy agreement is that the laundry room itself is a common area available to all tenants, that it must not be abused and that it should be used at one’s own risk.

Whether laundry is a standard or material term of a tenancy depends on the building and the applicable residential tenancy agreement. I find that, in this case, the availability of laundry is an additional convenience and optional service provided to the tenants within the building but not a service that makes up part of the obligatory or mandatory services to be provided by the landlord.

I find that the landlord has complied with the *Act* by notifying this tenant and all residents of the premises of the change in the cost of laundry facilities and that the landlord is within his purview to increase the amount of these facilities. This particular residential tenancy agreement does not oblige the landlord to provide laundry facilities.

Furthermore, I note that section 67 of the *Act* establishes that if one party claims financial loss as a result of a tenancy, the party claiming the loss bears the burden of proof. The claimant (in this case the tenant) must prove the existence of the loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. The claimant must also provide evidence to verify the amount of the loss.

The tenant provided some oral and written evidence of an increase in the cost of laundry within the residential premises however I find that his increased laundry cost does not come as a result of a violation of the *Act* on the part of the landlord. I find that laundry is an optional facility. I find that the notice was provided to the tenant that the cost of laundry would increase was sufficient. I also find that the landlord is within their rights to increase the laundry usage amount. The tenant may choose to wash his clothes within the facility or in a less expensive laundromat as this facility is entirely optional to the tenant.

I find that he is not entitled to an order that the landlord comply with the *Act* by reducing the laundry usage amount. I find that the tenant is not entitled to a monetary order from the landlord for the cost of laundry use.

As the tenant was not successful in his application for a monetary award and an order that the landlord comply with the *Act*, I find that he is not entitled to recover his filing fee for this application.

Conclusion

I dismiss the tenant's application in its entirety.

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: December 22, 2017

Residential Tenancy Branch