



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute codes DRI OLC FF

Introduction

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

- an order regarding a disputed additional rent increase pursuant to section 43;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62;
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

The hearing was conducted by conference call. All named parties attended the hearing and were given a full opportunity to provide affirmed testimony, to present evidence and to make submissions.

At the outset of the hearing, the tenant advised that she was seeking financial compensation for increased laundry costs. The tenant was advised that she had not applied for any monetary compensation or included any monetary order worksheet detailing the financial compensation sought. The tenant understood and wished to proceed with this hearing on the sole issue of the landlord's compliance with the Act pertaining to the increased laundry costs only.

Issues

Should the landlord be ordered to comply with the Act, regulation or tenancy agreement?

Is the tenant entitled to recover the filing fee for this application from the landlord?

Background & Evidence

The tenancy began on March 25, 2016 and the current monthly rent is \$1250.00 payable on the 1st day of each month. The tenancy agreement lists a washer and dryer in common area (pay machines) as services or facilities included in the rent. There is a notation by this check box under the tenancy agreement indicating "\$1.50 per token".

The tenant submits that at the beginning of the tenancy there was a token system in place to operate the laundry machines. The landlord advised tokens could be purchased from him or online. The tenant submits she always purchased tokens from the landlord until sometime in October 2017 when she was unable to contact the landlord in order to purchase more tokens. She found and purchased tokens online. The next day the landlord showed up and changed the laundry machines to coin operated machines and changed the amount to \$2.00 per load. The tenant submits the tenancy agreement stipulates a fee of \$1.50 per token for use of the provided laundry machines. The tenant submits the landlord provided no notice of the increase. The tenant is requesting the landlord change the machines back to the token system or to \$1.50 per load on the coin system.

The landlord submits the laundry was only provided as an extra benefit to the tenants and they are not obligated to use it. He always expected tokens would be purchased from him and never advised tenant to purchase them online. The landlord submits the laundry is not included in the tenancy agreement and as such does not fall under the jurisdiction of the Act. The landlord submits the system was only changed to a coin operated system once he became aware the tenant was purchasing token online and essentially stealing from him by not paying him for the laundry service he was providing.

Analysis

The definition of "rent" under section 1 of the Act includes money paid or agreed to be paid, or the value or a right given or agreed to be given, by or on behalf of a tenant to a landlord in return for the right to possess a rental unit, for the use of common areas and for services or facilities.

I find the tenancy agreement entered into between the parties stipulates that a washer and dryer is included as part of the rent on a pay per use basis of \$1.50 per token. Accordingly, I find the landlord is not complying with the tenancy agreement by increasing the amount required to operate the machines from \$1.50 per token to \$2.00 per load. I find the landlord was within his legal right to change the laundry facilities from a token system to a coin operated system to prevent any loss from the use of tokens purchased online, but he was not within his right to increase the cost to the tenant per load.

I order the landlord to decrease the cost of operating the provided laundry facilities from \$2.00 per load back down to \$1.50 per load as per the tenancy agreement. The landlord is hereby ordered to implement this change effective immediately after receipt of this decision. The tenant is at liberty to apply for any past or future financial loss suffered as a result of the landlord increasing the cost of laundry to \$2.00 per load. The burden of proving any alleged loss lies with the tenant. The tenant is however cautioned that the landlord may also make an application for any potential loss suffered as a result of the tenant utilizing tokens purchased online. The burden of proving such loss would lie with the landlord. The landlord would not be responsible for reimbursing the tenant for any unused tokens purchased online. I do not accept the tenant's argument that she was authorized to do so by the landlord.

As the tenant was for the most part successful in this application, I find that the tenant is entitled to recover the \$100.00 filing fee paid for this application from the landlord. This amount may be withheld from a future rent payment.

Conclusion

I order the landlord to decrease the cost of operating the provided laundry facilities from \$2.00 per load back down to \$1.50 per load as per the tenancy agreement. The landlord is hereby ordered to implement this change effective immediately after receipt of this decision.

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: February 05, 2018

Residential Tenancy Branch