



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      DRI, MNDC, LRE RP, PSF

### Introduction

The tenant applies to recover \$50.00 paid under a claimed wrongful rent increase, \$20.00 paid for laundry services claimed to be included in her rent, \$60.00 claimed to have been paid for utilities claimed to be included in her rent, an order restricting the landlord's right of entry, a repair order regarding the bathroom and kitchen taps and a compliance order requiring the landlord to resume provision of laundry services.

The landlord did not attend the hearing within twenty five minutes after its scheduled start time, nor did she file evidentiary material. The tenant testifies that on January 31, 2018 she personally served the landlord with the application, notice of hearing and a copy of her documentary evidence. On this testimony I find that the landlord has been duly served.

### Rent Increase

On the tenant's undisputed evidence I find that the landlord attempted to impose a \$50.00 per month rent increase effective January 2018 and that the tenant paid \$50.00 pursuant to that increase for the month of January 2018.

A landlord may not impose a rent increase except in accordance with Part 3 of the *Residential Tenancy Act* (the "*Act*"). That Part restricts the amount of an increase to percentage set by regulation and requires a landlord to impose it by use of an approved form. The landlord failed to do so in this case and so the rent increase cannot be considered to be a valid one. The tenant is entitled to recover the \$50.00 extra, paid for the January rent.

### Laundry

The tenancy agreement provides that laundry is included in rent. The laundry facility is located on the same lower floor as the tenant's suite but the landlord has locked the door, preventing the tenant from using it.

The landlord is in breach of the tenancy agreement by doing so. The tenant has incurred an expense of \$20.00 to do her laundry elsewhere. I award the tenant recovery of that \$20.00.

The tenant indicates that one morning a week is all that she requires for her laundry needs.

**I order** that the landlord provide the tenant with access from her suite to the laundry facility between the hours of 9:00 a.m. and 12:00 noon every Friday.

#### Utilities

The tenant testifies that during the last winter the landlord asked her to pay \$60.00 towards the cost of the Hydro utility. Even though the tenant knew that this utility was included in her rent, she paid it. She now seeks it back.

I deny this portion of the application. The tenant paid it willingly even though she was aware of her rights. She cannot change her mind now because her relationship with the landlord has deteriorated.

#### Landlord Right of Entry

There is a stairway from the landlord's part of the home down to a landing and a door to the tenant's rental unit. The door locks from the landlord's side. The tenant says the landlord and her family have been entering her suite through that door without her permission.

The landlord also has access to the rental unit from the outside door to the suite by the use of a key

On this undisputed evidence I find that the landlord or her guests have been wrongfully entering the tenant's rental unit through the stairway door. I authorize the tenant to install a lightweight chain lock and hasp on that door.

#### Taps

It is the tenant's undisputed evidence that her bathroom tap has ceased to function properly and her kitchen tap is malfunctioning. She has notified the landlord but no steps have been taken to remedy the problems.

Section 32(1) of the *Act* provides:

A landlord must provide and maintain residential property in a state of decoration and repair that

(a) complies with the health, safety and housing standards required by law, and

(b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

**I order** that within thirty days following service of this decision on the landlord, she retain the services of a qualified plumber to inspect the taps in the bathroom and kitchen of the rental unit and to carry out, at the landlord's expense, any work necessary to make the taps reasonably serviceable.

#### Conclusion

The tenant is entitled to a monetary award totalling \$70.00. I authorize her to reduce her next or a future rent by \$70.00 in full satisfaction of the award.

**I order** that the landlord provide the tenant with access from her suite to the laundry facility between the hours of 9:00 a.m. and 12:00 noon every Friday.

**I order** that within thirty days following service of this decision on the landlord, she retain the services of a qualified plumber to inspect the taps in the bathroom and kitchen of the rental unit and to carry out, at the landlord's expense, any work necessary to make the taps reasonably serviceable.

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: March 27, 2018

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Residential Tenancy Branch