



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OLC, PSF, RP, RR, MNDC, FF

### Introduction

The tenant applies for a compliance order, a repair order, an order returning a service or facility, a rent reduction and, by amendment, a monetary award. The dispute involves the provision of laundry facilities and cell and wifi coverage.

Both parties attended the hearing and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing.

### Issue(s) to be Decided

Has the landlord failed to provide laundry, cellular coverage or wifi services required under the tenancy agreement or required by law? If so, what damage or loss has the tenant suffered?

### Background and Evidence

The rental unit is a two bedroom basement suite in the landlord's home. The landlord lives with his wife on the top floor. Between the top floor and the basement floor a middle floor contains a three bedroom rental unit occupied by three or four students.

There is a written tenancy agreement. The tenancy started May 1, 2019 for a one year fixed term. The parties have mutually agreed this tenancy will end March 31, 2020. The monthly rent is \$1800.00. The landlord holds a \$900.00 security deposit.

The landlord's house is new and is in a new community. It was built in 2018. The appliances were new at that time.

Under the tenancy agreement the landlord is to provide laundry and internet services.

The tenant testifies that she has had trouble with the washer and dryer on occasion. She indicates that "about half the time the laundry machine was broken" and that would not wash with anything but hot water throughout her tenancy. She indicates that on August 17 and 19 the water would not drain from the washing machine. She used a laundromat at a cost of \$30.00 and, she says, lost potential work as an on-call mobile massage therapist.

Ms. J.S., the landlord's daughter, responded for the landlord. She does not live in the home nor in the town. She says the tenant reported a failure of the washing machine twice and that a repairman was called to fix it. At least one of the problems was, she says, the lid of the machine would lock improper. She says no other tenants have complained about the washing machine.

The tenant says there "no phone service" at this house, that is, there is no cell phone coverage for her provider. Later she says the cell phone reception was "zero or one bars." She says she thinks this had cost her business in her on-call job.

In June she tried to have the telephone company install a land line for her suite. She says they attended at the rental unit three different times but determined the home "did not have the wiring" for a land line. She has purchased a cell phone booster at a cost of \$672.00.

Ms. J.S. says there is coverage, though it is poor sometimes. She testifies that she had problems with perhaps one out of twenty calls. She says she has never lost a call, a person just has to "move around a bit" to find good reception. She says that her father the landlord has land line telephone jacks in his suite and that there is a land line telephone jack in the tenant's suite.

Under the tenancy agreement the landlord is to provide "internet." The landlord did so by providing the tenant with wifi access to the landlord's cable service. The tenant testifies that the service was very slow and that she has purchased a wifi booster for which she seeks no compensation. She thinks she has lost business as a result.

In mid-August the landlord gave the tenant a Notice Terminating or Restricting a Service or Facility purporting to end internet and laundry service to the tenant effective September 13 and purporting to value the loss at \$100.00 per month and lower the tenant's rent accordingly. In an accompanying document the landlord indicated the withdrawal was because, the tenant was constantly pestering the landlord with calls, texts and visits regarding the internet and the laundry, including accosting his guests.

It was confirmed at hearing that the landlord now has a new washing machine that the tenant is entitled to use and that the tenant is welcome to use the landlord's internet connection through the available wifi.

It was also confirmed during this hearing that the landlord requests that henceforth the tenant only contact him by phone or visit in the case of an emergency and that she confine all other communication to him by text, email, letter or the like.

### Analysis

#### Laundry Service

I find that this service has been restored effective November 1, 2019. There is no indication at this point that the new washer is not working properly.

There is very little evidence to form a picture of what was wrong with the washing machine or how often it failed or to what extent it failed (completely broken, only slow, only hot water, not draining). Similarly the landlord has filed no evidence regarding the repair work apparently called for at least twice.

I find that the washing machine provided by the landlord failed occasionally and caused the tenant inconvenience as a result. She says that the inconvenience went so far as to affect her business. Her on-call, mobile massage therapy business required her to respond quickly to work requests and to respond with clean sheets for her customers. She had to book off her normal work-availability time in order to do laundry necessary for her work. She speculates that she lost jobs as a result.

In my view this landlord has included a laundry service in this tenancy that involves the sharing of the washer and dryer with three or four other tenants and possibly with any roommate this tenant might have at any time. It is unlikely that any tenant could expect

to have access to the laundry virtually “on demand” as the tenant’s on-call business would seem to require. Nor could a landlord reasonably expect that a tenant would be laundering “work” materials in the laundry.

While I am satisfied that the tenant suffered inconvenience on occasion because the washing machine was not working properly I am not able to conclude that she lost income as a result or that even had she proved loss of income. I make no award for the tenant’s suggestion that she may have lost work because of the failed laundry service. There is no direct evidence to show loss of any particular job and the likelihood of such a loss remains in the realm of speculation.

I am satisfied the tenant paid \$30.00 for laundromat services on one occasion and I award her that amount.

Given the very general nature of the evidence, I am persuaded that the tenant did suffer some general loss of amenity as a result of the failing washing machine. In all the circumstances and having regard to what has been said about loss of income, I award the tenant \$100.00 for her inconvenience.

I also award the tenant \$50.00 for the last half month of September during which the landlord’s \$100.00 rent reduction was in effect but for which the tenant had paid full rent.

#### Cell Phone Service

The tenant submits that cell phone service is a standard thing nowadays, like water and flushing toilets and that a landlord offering a rental unit in an area with no phone service must make that clear when negotiating the lease.

In my view this argument would have greater weight if the rental unit did not have a landline jack to which a tenant could connect a conventional telephone. In that case it would be expected that since cell phone calling would be the only obvious method of phoning then if the home lacked reasonable coverage for even that method, it would be made known to a prospective tenant.

In this case I find that the tenant’s rental unit did not have a telephone jack nor was one easily installable by the telephone company. I reach this conclusion based on the undisputed evidence that the tenant had the phone company attend three times before

it was determined the home did not have the wiring for a landline. The tenant produced the receipt for a cell phone boosting apparatus, an expense I doubt she would have incurred had a landline been easily available.

I conclude that Ms. J.S., who does not live in the house and who said each rental unit had a telephone jack in it, is mistaken.

In these circumstances the landlord should have made it known to the tenant that cell phone coverage was very poor in this rental unit.

I find the tenant acted properly in purchasing a cell phone booster and that she is entitled to be reimbursed in the amount of \$672.00 (\$671.99 rounded up). Of course, since the landlord is paying for the booster he is entitled to have it, either at the end of the tenancy or sooner if reasonable cell phone coverage becomes available and the tenant no longer requires the booster in this rental unit.

While the tenant suffered poor cell phone reception from her rental unit prior to her acquiring the booster, I am not persuaded she suffered any loss of business as a result. For the same reasons as stated under Laundry Service I deny her claim for loss of income.

#### Wifi

The tenant testified about the poor wifi. She has purchased a “booster” for that as well but does not seek recovery of that cost.

#### Other

It appears the tenant seeks compensation for all her efforts in mounting this claim, purchasing gadgets and dealing with her service provider. I specifically decline to award her compensation for the speculative loss of income she alleges and I consider I have no jurisdiction to award the tenant compensation for time and money expended in preparing for this hearing, however, the landlord’s failure to provide a functioning washer and failure to warn the tenant about the very poor cell phone coverage did cause the tenant inconvenience in terms of having to take time out of her normal day to deal with those things. In all the circumstances I award the tenant \$200.00 for the disruption.

I decline to grant the tenant any particular repair order or compliance order, order restoring services or rent reduction, considering the events that have unfolded since the application was made; for example, a working clothes washer.

Conclusion

I grant the tenant a monetary award of \$1052.00 plus recovery of the \$100.00 filing fee for this application. I authorize her to reduce her next rent due (November 2019) by **\$1152.00** in full satisfaction of the award.

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: October 31, 2019

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Residential Tenancy Branch