



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OLC, PSF, FF

Introduction

This hearing dealt with an application by the tenant, pursuant to the *Residential Tenancy Act*. The tenant applied for compensation for an order directing the landlord to comply with the *Act* and to provide services required by the tenancy agreement or law. At the start of the hearing the tenant requested me to include the recovery of the filing fee in his monetary claim.

Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The parties represented themselves.

As both parties were in attendance, I confirmed service of documents. The parties confirmed receipt of each other's evidence. I find that the parties were served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

Issues to be decided

Is the tenant entitled to the remedies that he has applied for and to the recovery of the filing fee?

Background and Evidence

The tenancy started on December 01, 2019. The rental unit is located in the basement of a house. The landlord lives upstairs. The monthly rent is \$1,100.00 due on the first of each month. A copy of the tenancy agreement was filed into evidence. A term of the tenancy agreement includes free laundry for the tenant's use.

The tenant stated that he did laundry once a week by appointment with the landlord. The laundry machines were shared by the landlord and tenant. In the latter half of March, the landlord informed the tenant that he could no longer use the shared laundry due to the pandemic. The tenant last used the laundry facility on March 21, 2020.

The landlord testified that the local area is serviced by a community mailbox and all mail to this rental unit address was delivered to the landlord's mailbox. The landlord added that as a courtesy he would give the tenant his mail but stopped doing so due to the pandemic.

The tenant stated that he made this application on May 08, 2020 and shortly after that the landlord stopped giving the tenant his mail and informed him to get his own mailbox. The tenant stated that he contacted Canada post and there were none available. The landlord informed the tenant that mailboxes were available at the local drugstores. The tenant also pointed out that the pandemic started in March and the landlord continued to give him his mail and only stopped shortly after the tenant made this application in May 2020.

Analysis

Based on the documentary evidence and sworn testimony of both parties, I find that providing the tenant with free laundry facilities was a term in the tenancy agreement and as of March 21, 2020, it was no longer available to the tenant. The landlord stated that the laundry machines were shared between himself and the tenant. The landlord added that due to the pandemic and as per the Residential Tenancy Branch directive, regarding shared laundry, he decided to terminate this facility.

The Residential Tenancy Branch directive states:

The Residential Tenancy Act has been amended to support renters and landlords during the provincial state of emergency and to help prevent the spread of COVID-19. The amendments are in effect for the duration of the state of emergency.

One of the recommendations to landlords is to limit the number of residents in laundry facilities at a time and to consider creating a laundry schedule for managing the number of residents in the room (landlords should make all reasonable efforts to allow tenants to have safe access to laundry rooms).

The directive does not order the landlord to terminate laundry facilities.

Section 27 of the *Residential Tenancy Act* addresses the landlord's ability to terminate or restrict services or facilities.

Terminating or restricting services or facilities

- 27** (1)A landlord must not terminate or restrict a service or facility if
- (a)the service or facility is essential to the tenant's use of the rental unit as living accommodation, or
 - (b)providing the service or facility is a material term of the tenancy agreement.

(2)A landlord may terminate or restrict a service or facility, other than one referred to in subsection (1), if the landlord

- (a)gives 30 days' written notice, in the approved form, of the termination or restriction, and
- (b)reduces the rent in an amount that is equivalent to the reduction in the value of the tenancy agreement resulting from the termination or restriction of the service or facility.

Residential Tenancy Policy Guideline# 22 states that where there is a termination or restriction of a service or facility, an arbitrator may find there has been a breach of contract and award compensation.

In this case I find that a breach of contract occurred when the landlord terminated the tenant's use of the laundry facility which resulted in inconvenience to the tenant and a reduction of the value of the tenancy. Therefore, I find that the tenant is entitled to compensation for the period that the laundry facility was and is not available to him and his family.

In determining the amount by which the value of the tenancy has been reduced, I take into consideration the seriousness of the situation and the length of time over which the situation has existed. In this case the tenant's family consists of his spouse and two children. The tenant agreed that he was allowed to do one load of laundry every week.

Based on the above, I find it appropriate to award the tenant a rent reduction of \$100.00 per month, for the period that the laundry facility is unavailable for his use. The rent reduction will end when the tenant is allowed to use the facility.

Since the facility ended on March 21, 2020, I will grant the tenant a prorated reduction for March in the amount of \$32.25.

I will also award the tenant rent reductions for the months of April, May and June 2020 in the total amount of \$300.00. If the landlord restores the facility prior to the July 01, 2020, the tenant will return the appropriate prorated amount to the landlord.

To recap, the tenant will be awarded a total of \$332.25 for the loss of the laundry facility for the period of March 21 to June 30, 2020. The tenant is also granted a monthly rent reduction of \$100.00 for each month that he does not have access to the laundry facility. Accordingly, the tenant can make an additional deduction of \$100.00 if the laundry facility is not restored in July 2020.

Regarding the loss of access to a mailbox, the parties agreed that the landlord handed over the tenant's mail which was received in the community mailbox, right from the start of tenancy and only stopped doing so in May 2020, citing the pandemic as a reason for doing so. The tenant pointed out that the pandemic started in March 2020 and believes that the landlord stopped handing over the tenant's mail after the tenant made this application.

Residential Tenancy Policy Guideline #1 states:

The landlord must give each tenant at least one set of keys for the rental unit, main doors, mailbox and any other common areas under the landlord's control, such as recreational or laundry rooms. The tenant must return all keys at the end of the tenancy, including those he or she had cut at his or her own expense.

SERVICES AND FACILITIES

1. A landlord must continue to provide a service or facility that is essential to the tenant's use of the rental unit as living accommodation.
2. If the tenant can purchase a reasonable substitute for the service or facility, a landlord may terminate or restrict a service or facility by giving 30 days' written notice, in the approved form, of the termination or restriction.
3. The landlord must reduce the rent in an amount that is equivalent to the reduction in the value of the tenancy agreement resulting from the termination or restriction of the service or facility.

Based on the practice of giving the tenant his mail, right from the start of tenancy, the landlord needed to provide the tenant with 30 days' written notice before terminating this service, which he did not. The landlord was firm that he did not intend to restore this service and therefore the tenant must make his own arrangements for his mail service.

Based on the above, I allow the tenant to rent a mailbox and make a deduction off rent in the amount of the mailbox rental cost, by providing the landlord with a receipt.

Since the tenant has proven his claim, I award the tenant the recovery of the filing fee of \$100.00.

Overall the tenant has established a claim of \$332.25 for the loss of the laundry facility plus \$100.00 for the recovery of the filing fee for a total of \$432.25. The tenant may make a deduction of this amount from rent due on July 01, 2020.

The deduction of \$432.25 includes the deduction for the loss of laundry for the month of June 2020. If the laundry facilities are not restored by July 01, 2020, the tenant may make an additional deduction of \$100.00 for the month of July and onward for the loss of the laundry facility.

The tenant may also claim a reduction in rent in the amount of the cost to rent mailbox by providing the landlord with proof of purchase.

Conclusion

The tenant may make a one-time deduction of **\$432.25** from rent that is due on July 01, 2020.

The tenant may deduct \$100.00 for each month that the laundry facility is not available to him.

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: June 11, 2020

Residential Tenancy Branch