



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RR, PSF, MNDCT, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant to be allowed to reduce rent for services not provided, to have the landlord provide services, for a monetary order and to recover the cost of the filing fee.

The tenant and tenant's advocate attended the hearing. As the landlord did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered.

The Residential Tenancy Branch Rules of Procedure states that the respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The tenant's advocate testified they personally sent the Application for Dispute Resolution and Notice of Hearing by registered mail sent on June 26, 2020, which was successfully delivered to the landlord on June 29, 2020. I find that the landlord was duly served in accordance with the Act on June 29, 2020.

Issues to be Decided

Is the tenant entitled to a rent reduction for loss of laundry facilities?
Should the landlord be ordered to provide laundry facilities?
Is the tenant entitled to a monetary order?

Background and Evidence

The tenancy began on March 1, 2017. Rent in the amount of \$950.00 was payable on the first of each month. A security deposit of \$475.00 was paid by the tenant.

The advocate for the tenant stated that the tenant had laundry facilities provided under the tenancy agreement, and the landlord has blocked the tenant from using the laundry facilities. The advocate stated at a previous hearing the landlord acknowledged this was included in the rent. I have noted the file number on the cover page of this decision.

The advocate stated that the tenant's worker drafted a letter to the landlord on October 1, 2019, which states that under section 27(2) of the Act, the landlord must give 30 days written notice to terminate the service and reduce the rent in an amount that is equivalent to the reduction in the value of the service. Filed in evidence is a copy of the letter.

The advocate stated that the landlord has not reinstated the use of the laundry facilities or provided the tenant with a rent reduction. The advocate submits that the value of the loss of service is estimated at \$100.00 per month. The advocate stated the tenant has now been without the use of laundry facilities for 10 months and the tenant seeks compensation in the amount of \$1,000.00.

The advocate stated that should the landlord not provide those services commencing August 1, 2020, that the tenant should be entitled to an ongoing rent reduction of \$100.00 per month or until those services are provided, which would include a key for access the laundry door.

The advocate stated that the landlord was also notified by the tenant on March 16, 2017, that the rental unit was extremely cold and wanted a thermostat installed to control the heat. The advocate stated the landlord did not add a thermostat and as a result the tenant had to purchase two heaters to adequately heat the rental unit. The advocate stated they went back through the tenant's bank statements for the cost and were able to find the cost of one heater was the amount of \$225.11, purchased on February 22, 2018. The advocate stated they were unable to find the earlier purchase; however, it is the exact same heater. The tenant seeks to recover the cost of the two heaters in the amount of \$450.22.

The advocate stated although this is not a part of the tenant's application that they want to be noted that the landlord was claiming that they did not receive rent for July 2020, from the tenant. The advocate stated rent was paid by cheque and given to the landlord in the same method used every month; however, the tenant issued a second cheque. The advocate stated that they are worried that the landlord will attempt to cash both

cheques, as they have a history of stating rent was not a paid, which was also found false at the previous hearing and this could cause the tenant serious hardship.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

I find the landlord breached the Act, when they denied the tenant access to the laundry facilities without giving the tenant proper notice under the Act, and without an appropriate rent reduction. The tenant has been denied access for ten months and has not received the benefit of a rent reduction. I find the amount claimed by the tenant of \$100.00 per month for the loss of this service reasonable. I find the tenant is entitled to a rent reduction of \$100.00 per month for the ten months, this includes July 2020, that they have not had access to the laundry area. Therefore, I find the tenant is entitled to recover for loss of service the amount of **\$1,000.00**.

I further find should those services not be reinstated on or before August 1, 2020, that the tenant is entitled to an ongoing rent reduction of \$100.00 per month.

Should a dispute arise on whether the access to the laundry has been restored, I find the onus is on the landlord to prove this before an Arbitrator, I make this finding as there were finding of fraud against the landlord at the previous hearing, which that file number is written on the covering page of this decision.

I further find the tenant is entitled to recover the cost of the heaters which were necessary to provide adequate heat. The tenant does not have a thermostat in their rental unit to adjust the heat when necessary. The landlord was informed of in adequate heat on March 16, 2017 and did not install a thermostat in the rental unit. I find the tenant is entitled to recover the cost of the heaters, as heat is included in the rent. Therefore, I find the tenant is entitled to recover the cost of **\$450.22**.

I find the tenant has established a total monetary order of **\$1,550.00**, comprised of the above described amounts and the \$100.00 they paid to file their application.

I authorize the tenant to deduct the above monetary order from future rent payable as follows.

- Rent for August will be credited \$950.00, in partial satisfaction of the claim. This leaves no rent due to the landlord for August 2020 and leaving a balance due to the tenant of \$600.00.
- Rent for September will be credited the amount of \$600.00, to satisfy the balance owed of the above monetary award. This leaves a balance of rent owed by the tenant of \$350.00.
- Rent for September 2020 will be further reduced by \$200.00, only if the laundry service has not been reinstated by August 1, 2020. This will be to recover the rent reduction that I have ordered previously in my decision.
- Rent for all subsequence months will be \$950.00, which will be reduce by \$100.00 for all subsequence month if access to the laundry area is not given.

Although the advocate brought up the issue of July 2020 rent, as the tenant has now issued two rent cheques to the landlord. **I caution the landlord** that if they attempt to cash both of these cheques that this is a fraudulent Act, as they are not entitled to cash both cheques that were issued, that would be obtaining money by fraud, which is a criminal offense. Further, the tenant would be entitled to claim for damages that result. Should the tenant's cheque that disappeared be found the landlord is to return that cheque to the tenant so they can destroy it.

Conclusion

The tenant's application is granted as found above.

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: July 21, 2020

Residential Tenancy Branch