



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes PSF, RR, RP

Introduction

The Tenant seeks the following relief under the *Residential Tenancy Act* (the “Act”):

- an order pursuant to s. 32 for repairs to the rental unit or residential property;
- an order pursuant to s. 62 that the Landlord provide services or facilities agreed to in the tenancy agreement but not provided; and
- an order pursuant to s. 65 for a rent reduction.

G.P. appeared as the Tenant and was joined by D.A. as his advocate. D.C. appeared as agent for the Landlord.

The parties affirmed to tell the truth during the hearing. I advised of Rule 6.11 of the Rules of Procedure, in which the participants are prohibited from recording the hearing. The parties confirmed that they were not recording the hearing. I further advised that the hearing was recorded automatically by the Residential Tenancy Branch.

The parties advise that they served their application materials on the other side. Both parties acknowledge receipt of the other’s application materials without objection. Based on the mutual acknowledgments of the parties without objection, I find that pursuant to s. 71(2) of the *Act* that the parties were sufficiently served with the other’s application materials.

Issues to be Decided

- 1) Should the Landlord be ordered to undertake repairs?
- 2) Should the Landlord be ordered to provide services or facilities?
- 3) Is the Tenant entitled to a rent reduction?

Background and Evidence

The parties were given an opportunity to present evidence and make submissions. I have reviewed all written and oral evidence provided to me by the parties, however, only the evidence relevant to the issues in dispute will be referenced in this decision.

The parties confirmed the following details with respect to the tenancy:

- The Tenant took occupancy of the rental unit on April 1, 2000.
- Rent of \$729.00 is due on the first day of each month.
- The Landlord holds a security deposit of \$270.00 in trust for the Tenant.

A copy of the tenancy agreement was put into evidence by the parties.

The Tenant testified that the Landlord replaced the coin laundry machines in April 2022. The Tenant testified that new machines are in poor condition and dirty. The Tenant further testified that the dryer is not functioning.

The Landlord's agent confirmed having replaced the laundry machines in April 2022 as they were previously supplied by a third-party service provider but were replaced with the Landlord's own machines. The Landlord's agent testified that the machines are cleaned at least once a week and more as needed by the resident cleaner. The Landlord's evidence includes a statement from M.R., the resident cleaner, confirming the cleaning schedule. The Landlord's agent further testified that the machines are functioning and that there has been no maintenance request with respect to the laundry machines.

The Tenant also testified that the cost of the machines increased from \$7.00 for a wash/dry cycle to \$10.00 for a wash/dry cycle when the machines were replaced. This was confirmed by the Landlord's agent, indicating that the cost of operating the machines has increased. The Tenant indicates that the cost increase is disproportionate to the increase in expense.

The Tenant also testified that it is difficult to obtain tokens for the new machines, including sending an e-transfer and having the tokens delivered to his door. The Landlord's agent says that it is no more difficult than before as the machines previously required a charge card that was replenished in certain locations.

The Tenant requests that the laundry machines be replaced. I was referred to a bylaw requiring laundry facilities at the residential property. The Landlord's agent emphasized that the provision of laundry facilities is not part of the tenancy agreement.

The Tenant also requests that the Landlord provide facilities with respect to the laundry, stating the following in his application:

Our machines were originally \$3.50 per machine (\$7 total for wash and dry). After serving a notice that the cost of water was increasing in the city by 7%, the landlord raised the cost of tokens to \$5 each (\$10 total). The landlord is required to provide laundry by the by-laws of [municipality]. I feel that these excessive costs constitute restricting the service, and given that renovated units have in-suite washers and dryers, I feel it is another tactic to punish older tenants out.

I have removed identifying information with respect to the municipality due to any privacy concerns that may exist.

Both parties have provided photographs of the laundry machines. The Landlord's agent emphasized that the Tenant's photographs were taken prior to the machines being connected or cleaned.

The Tenant also raised issue with the intercom system. I am advised by the parties that the residential property had an intercom which operated through a hardwired phone in the rental unit, though this was taken out in May 2021 and replaced with a new system in October 2021. The Landlord's agent testified that there were supply issues giving rise to the delay in having the system replaced.

The Landlord's agent testified that tenants complained of the old system and that the new one is linked to an individual's cell phone rather than being hardwired. The Landlord's written submissions indicate that the old system was approximately 52 years old.

The Tenant testified that new system does not have the same functionality as the old system. I am told by the parties that the new system permits someone to call up to the Tenant but does not permit him to buzz someone into the building like the old system did. I am further advised that functionality of permitting the Tenant to buzz someone into the building comes at a cost of \$10.00 per month from the intercom service provider.

The Tenant seeks a rent reduction with respect to the intercom system, stating the following in his application:

I was previously able to buzz people into the building using the old intercom system. The intercom was damaged during construction and replaced. With the new intercom, the landlord is denying me the ability to buzz people into the building unless I pay an additional \$10 a month. I would like either a rent reduction for loss of the service or for the ability to buzz guests in to be restored.

Analysis

The Tenant seeks an order for repairs, that the Landlord provide services or facilities, and that his rent be reduced. The applicant Tenant bears the burden of proving his claims on a balance of probabilities.

Section 32 of the *Act* imposes an obligation on a landlord to maintain a residential property in a state of decoration and repair that complies with the health, safety and housing standards required by law and, having regard to the age, character, and location of the rental unit, make it suitable for occupation for a tenant.

The Tenant seeks an order that the laundry machines be replaced on the basis that they are unclean and that the dryer does not function. I have no evidence before me to confirm the Tenants assertion that the dryer is not working or that he notified the Landlord of the same prior to the hearing. The Landlord's agent specifically denies receiving any maintenance requests for the machines.

I have reviewed the photographs provided by the parties. The Tenant's photographs show the machines to be dirty and the Landlord's photographs show the machines to be clean. The cleanliness of the machine does not impact its functionality so far as I can tell. Further, the machines have been cleaned and I accept that they are cleaned by the resident cleaner weekly or more as needed, as supported by the statement from resident cleaner.

I find that the Tenant has failed to prove there are any maintenance or cleaning issues with respect to the laundry facilities at all. The claim for an order for repairs is dismissed.

The Tenant's application specifies that the Landlord's price increase for the laundry machines constitutes a restriction in facilities. Without considering whether laundry facilities constitute a service to be provided under the tenancy agreement, I do not believe the Landlord's price increase constitutes a restriction in services under the circumstances. The Landlord has provided laundry facilities which come at a per use cost to the tenants. That has not changed. Though I appreciate there may be some frustration in the increased costs for their use, there is nothing restricting the Landlord from doing so. Indeed, one would expect the costs to reflect the cost of acquiring, maintaining, and operating the machines. Further, the cost increase of \$7.00 to \$10.00 is not so significant as to constitute a "de facto" restriction of the laundry facilities.

I find that the Tenant has failed to show that there has been a restriction of services with respect to the increased cost of the laundry facilities. The claim that the Landlord provide services is dismissed.

Finally, the Tenant argues that there ought to be a rent reduction due to the intercom system. Pursuant to s. 65 of the *Act*, where a landlord is found to have not complied with the *Act*, Regulations, or the tenancy agreement, the director may grant an order that past or future rent be reduced by an amount equivalent to the reduction in the value of the tenancy agreement.

In this instance, it is undisputed that the intercom system was not functioning at all from May to October 2021. There is no dispute here that the old intercom system has been present for some time, with the Landlord's written submissions saying the old system was 52 years old.

The Landlord's written submissions argue that the intercom system service to be provided by the Landlord as it is not explicitly stated in the tenancy agreement. I find that argument to be without merit. There are many number fixtures that are not explicitly stated in the tenancy agreement which obviously form part of the tenancy and are the Landlord's responsibility. The Landlord's argument could presumably be applied to light fixtures, which are rarely if ever mentioned in a tenancy agreement, that were originally in the rental unit but later removed. Obviously that argument could lead to absurd results.

I find that the provision of the intercom service clearly formed part of the tenancy both through the conduct of the parties and by the fact that the system has been provided to the Tenant since the outset of his tenancy.

I find that the Landlord terminated the intercom service from May to October 2021. I understand the Landlord's perspective that it was subject to supply constraints. However, it is unclear to me why the Landlord would have disconnected the former service without being certain that the new system was ready to be installed. I was provided with no evidence to support that the old system spontaneously stopped working. I find that the Tenant is entitled to a past rent reduction for this time.

I was provided with no oral submissions on an appropriate level of rent reduction for the service disruption. However, the application lists an amount of \$10.00. I find this to be an appropriate amount. I find that the Tenant is entitled to a rent reduction of \$60.00 for the suspension of the intercom system from May to October 2021 (6 x \$10.00).

Looking next at the rent reduction claim with respect to the new service's functionality versus the old, there is no dispute that the new system does not permit the Tenant to buzz people into the building without paying an additional \$10.00 per month to the intercom service provider.

It is one thing to discuss this with tenants and have them agree to it or to have new tenants understand this at the outset of the tenancy. The parties in that scenario would have full information and consent to the arrangement. It is inappropriate, in my view, for the Landlord to impose a cost on the Tenant of \$10.00 per month for a service that was previously provided for as part of the tenancy in exchange for the rent that was paid. Such a unilateral imposition runs contrary to contractual principles underlining the landlord-tenant relationship.

I find that the Tenant is entitled to a rent reduction due to the decreased functionality of the intercom system, which requires a fee of \$10.00 per month to permit the Tenant to be buzz people into the building. I find that an appropriate amount for this be \$10.00 for each month the new system has been in place with the decreased functionality. Accordingly, I grant a past rent reduction from November 2021 to October 2022 for this portion of the claim totalling \$120.00 (12 x \$10.00). I further grant a future rent reduction of \$10.00 per month due to the decreased functionality that will continue so long as the Tenant does not have the ability to buzz someone into the building.

Conclusion

The Tenant's claims for repairs and that the Landlord provide services are dismissed without leave to reapply.

The Tenant is entitled to total past rent reduction of \$180.00.

The Tenant is entitled to a future rent reduction of \$10.00 per month so long as the Tenant does not have the ability to buzz someone into the residential property.

Pursuant to s. 72(2) of the *Act*, I direct that the Tenant withhold \$180.00 from rent due to the Landlord on **one occasion** in full satisfaction of the Tenant's past rent reduction claim.

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 05, 2022

Residential Tenancy Branch