



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding DOUBLE QQ ENTERPRISES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes AAT, PSF, LRE, OLC

Introduction

This hearing convened to deal with the tenant's application for dispute resolution (application) seeking remedy under the Residential Tenancy Act (Act). The tenant applied for:

- an order requiring the landlord to allow access to the rental unit for the tenant and his guests;
- an order requiring the landlord to provide for services or facilities required by the tenancy agreement or the Act;
- an order suspending or setting conditions on the landlord's right to enter the rental unit; and
- an order requiring the landlord to comply with the Act, regulations, or tenancy agreement.

The tenant and the property manager/landlord's agent (landlord) attended, the hearing process was explained, and they were given an opportunity to ask questions about the hearing process. All parties were affirmed.

Thereafter the parties were provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me. The landlord confirmed receipt of the tenant's application and evidence and not providing any evidence of their own.

I have reviewed all oral, written, and other evidence before me that met the requirements of the Residential Tenancy Branch (RTB) Rules of Procedure (Rules). However, not all details of the parties' respective submissions and or arguments are reproduced in this Decision. Further, only the evidence specifically referenced by the

parties and relevant to the issues and findings in this matter are described in this Decision, per Rule 3.6.

Words utilizing the singular shall also include the plural and vice versa where the context requires.

Preliminary and Procedural Matters-

Section 59(1) of the Act states that an application for dispute resolution must include the full particulars of the dispute that is to be the subject of the dispute resolution proceedings. Section 59(5) allows me to refuse to accept an application if the application does not disclose a dispute that may be determined under the part of the Act.

The tenant listed several issues of disputes. At the hearing, the tenant confirmed that the primary issue to be dealt with was to allow him to keep his washer/dryer unit.

In reviewing the tenant's application, the tenant wrote very short statements on several of the spaces for multiple disputes. For instance, the tenant wrote "To have a washer & dryer" in the space reserved for an explanation of why the application in dispute of a 10 Day Notice End the Tenancy for Unpaid Rent was filed late.

In other spaces for other issues, the tenant was asked to provide descriptions of the issues at dispute, and in these spaces the tenant wrote only single short, incomplete statements, with no descriptions of the claims. The most common item mentioned was references to a washer and dryer.

As a result, the hearing proceeded in order to hear from the parties on the matter of whether the tenant was entitled to keep a washer/dryer unit in his rental unit. I interpreted this request to be under the issue of the tenant's request for an order requiring the landlord to comply with the Act, regulations, or tenancy agreement.

As the tenant failed to describe the remaining claims and provide sufficient particulars of the claim, I **refuse** the tenant's application for:

- an order requiring the landlord to allow access to the rental unit for the tenant and his guests;

- an order requiring the landlord to provide for services or facilities required by the tenancy agreement or the Act; and
- an order suspending or setting conditions on the landlord's right to enter the rental unit.

Issue(s) to be Decided

Is the tenant entitled to authority to use his washer/dryer unit in the rental unit?

Background and Evidence

The tenancy began on or about March 28, 2020 for a monthly rent of \$800. The tenant submitted, and the landlord confirmed, that the current monthly rent is \$850, which increased by \$50 in 2022.

The landlord said the rental unit was one of 6 on the second floor of a building, which had businesses on the first floor.

The tenant submitted that about three months after he moved into the rental unit, he purchased a washer/dryer combo unit, which he put in the utility room by the front door.

The tenant said that the washer is hooked up by a hose to the kitchen sink and the dryer vent hose runs from the dryer to the front window. The appliance is plugged into the electrical outlet used for the oven. The tenant confirmed that the rental unit has no built-in washer/dryer hook-ups or connections.

The tenant said the landlord has requested that he remove the washer/dryer unit immediately and that the washer has caused a leak downstairs. The tenant said that his washing machine does not leak as it is only 2 years old and under full warranty.

The tenant's claim is that he be allowed to keep and use his washer/dryer unit.

Landlord's response –

The landlord said that the tenant never asked permission to run a washing machine or dryer and the rental unit is not equipped for laundry facilities. The landlord said that the washer/dryer were installed illegally and without permission or authorization. The

landlord said it was illegal to run a washer and dryer from the rental unit, and that the rental units are 50-60 years old and not wired for these appliances.

The landlord submitted that the tenant is not given laundry facilities in the tenancy agreement and the coffee shop below the rental unit continues to report leaks into their business. The landlord said that anytime the tenant does washing, there is a leak in the coffee shop.

The landlord submitted that the tenant using the washer/dryer with old wiring has caused a fire code violation and put other tenants at risk.

Analysis

Based on the relevant oral and written evidence, and on a balance of probabilities, I find as follows:

The burden of proof is on the person making the claim. The standard of the burden of proof is on the balance of probabilities.

I find the tenant submitted insufficient evidence that he was authorized to install a washing machine and dryer in the rental unit. The landlord denied that the tenant had authority to install the washer/dryer and neither party provided a written tenancy agreement which would show otherwise.

I accept the landlord's testimony that the building was 50-60 years old and not properly wired for these additional appliances. Apart from that, I find it not reasonable that the tenant installed a washer/dryer where there are no built-in water or dryer vent hose connections. Using a water hose to the kitchen sink I find would not sufficiently allow for proper drainage of wastewater.

I find the tenant submitted insufficient evidence to show that improperly installing the washer/dryer has not violated the local fire and safety codes, putting the building at risk.

Apart from this, I find the tenant has not provided any section of the Act, Regulation, or tenancy agreement of which the landlord violated. The tenant's application simply dealt with his request to be able to use a washer and dryer that he installed without authority.

As I find the tenant submitted insufficient evidence that he had authority to install laundry facilities, I dismiss his application, without leave to reapply.

As there is a potential fire and safety risk to the rental unit and residential property, I use my authority under section 62(3) of the Act and **I ORDER the tenant to immediately disconnect and stop using the washer/dryer in the future.**

If the tenant continues to use the washer and dryer, the landlord is at liberty to serve the tenant a One Month Notice to End Tenancy for Cause (Notice).

Cautions to the landlord -

From the evidence heard at the hearing, I find it necessary to caution to the landlord regarding a landlord's obligation concerning rent increases.

Under sections 41, 42, and 43 of Act, a landlord must not increase rent except in accordance with the Act. The rent increases must be on the RTB approved form and only be increased in the amount allowed under the regulations. The monthly rent in 2022 may only increase by 1.5% and in 2023, by 2%.

The increase of \$50 per month charged by the landlord this year was in excess of the allowed amount, as the maximum allowed increase in 2022 of the tenant's \$800 monthly rent was \$12.

The landlord should reimburse the tenant the amount of overpaid monthly rent since they began charging \$850 for monthly rent. Their failure to do so may result in the tenant filing an application for dispute resolution seeking reimbursement of the overpaid rent.

The landlord is reminded of their obligation to comply with the Act and should review this particular legal obligation in sections 40 through 43.1.

Conclusion

The tenant's request for an order requiring the landlord to comply with the Act, regulations, or tenancy agreement is dismissed, without leave to reapply.

The tenant has been ordered to **immediately** disconnect and stop using the unauthorised washer and dryer unit improperly installed in his rental unit.

The other issues in the tenant's application have been declined due to insufficient particulars.

The landlord has been issued cautions concerning the rent increase which exceeded the allowable amount.

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*. Pursuant to section 77(3) of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: December 05, 2022

Residential Tenancy Branch