



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

Dispute Codes      CNR-MT, PSF, OLC

### Introduction

Under section 58 of the *Residential Tenancy Act* (the “Act”), this hearing dealt with the tenant’s March 30, 2023, application to the Residential Tenancy Branch for:

- (i) an order cancelling a 10 Day Notice to End Tenancy for Unpaid Rent (the “Notice”) under section 46(4)(b) of the Act;
- (ii) more time to dispute the Notice under section 66 of the Act;
- (iii) an order for the landlord to provide services or facilities required by the tenancy agreement under section 27 of the Act; and
- (iv) an order for the landlord to comply with the Act under section 62 of the Act.

The tenant attended the hearing. No one dialled in on behalf of the landlord during the hearing, which lasted from 9:30 A.M. to 10:03 A.M. The tenant testified under oath that the tenant served a Notice of Dispute Resolution Proceeding on the landlord by registered mail and submitted mail tracking information. It is my finding that the landlord was served with the required notice in compliance with the Act.

### Preliminary Issue – Notice is cancelled due to landlord non-attendance

As the onus is on the landlord to prove the validity of the Notice and the landlord has not attended the hearing to substantiate the Notice, I am cancelling the Notice. The tenant’s application for an order cancelling the Notice is granted.

Issue(s) to be Decided

Is the tenant entitled to an order for the landlord to provide services or facilities required by the tenancy agreement?

Background and Evidence

In reaching this decision, I have considered all relevant evidence that complied with the *Rules of Procedure*. Only the necessary oral and documentary evidence that helped resolve the issues of the dispute and explain the decision is included below.

The tenancy began September 1, 2020. Rent is \$1,200.00 due on the first day of the month. The landlord currently retains a \$675.00 security deposit. There is a copy of the written tenancy agreement in evidence.

The tenant affirmed that:

- the tenant previously had access to the laundry room.
- although the tenancy agreement did not include laundry room access, the landlord had told the tenant that the tenant could have access to it.
- the landlord took away access to the laundry room and reduced the tenant's rent by \$50.00 per month. The tenant submitted evidence of a Notice Terminating or Restricting a Service of Facility Form (RTB-24) from the landlord, which informed the tenant that laundry room access would be restricted and that the tenant's rent would be reduced by \$50.00 per month. This form was sent on October 13, 2022 and came into effect on November 15, 2022.
- the tenant has had to spend a lot of money on laundry since losing access to the laundry room as the tenant takes a taxi to the laundromat every time the tenant needs to do laundry.
- having to go to a laundromat is taking away time from the tenant for caring for the tenant's disabled child.

### Analysis

Under section 27 of the Act, a landlord must not terminate or restrict a service or facility if:

- the service or facility is essential to the tenant's use of the rental unit as living accommodation, or;
- providing the service or facility is a material term of the tenancy agreement.

According to RTB policy guideline 22, in determining whether a service or facility is essential, or whether provision of that service or facility is a material term of a tenancy agreement, an arbitrator will consider:

- whether the tenant can obtain a reasonable substitute for that service or facility;
- whether a reasonable person in similar circumstances would find that the loss of the service or facility has made it impossible for the tenant to use the rental unit as living accommodation.

I do not find access to the laundry room to be essential nor material for the following reasons:

- laundry was not included as a term in the written tenancy agreement. If it was a material term, it likely would have been included in the tenancy agreement.
- the tenant can obtain a reasonable substitute by going to a laundromat, which the tenant has been doing.
- a reasonable person is unlikely to find that the loss of access to the laundry room has made it impossible for the tenant to use the rental unit as living accommodation. In fact, the tenant has continued using the rental unit as living accommodation despite losing access to the laundry room.

Under section 27 of the Act, a landlord may restrict or terminate a non-essential or non-material service or facility, if the landlord:

- gives the tenant 30 days written notice in the approved form, and
- reduces the rent to compensate the tenant for loss of the service or facility.

As mentioned above, I find that access to the laundry room is neither essential nor material. The tenant submitted evidence of a Notice Terminating or Restricting a Service or Facility Form (RTB-24) from the landlord, which informed the tenant that laundry room access would be restricted, and that the tenant's rent would be reduced by \$50.00 per month. This form was sent on October 13, 2022 and came into effect on November 15, 2022. Therefore, the landlord had satisfied the conditions under section

27 of the Act. Thus, the tenant's application for the landlord to provide services or facilities required by the tenancy agreement is dismissed without leave to reapply.

Conclusion

The tenant's application to cancel the Notice is granted and the tenancy shall continue until it is ended in accordance with the Act.

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: May 19, 2023

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Residential Tenancy Branch