



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes CNR, CNC, PSF, OLC, FFT

Introduction

This hearing dealt with the tenant's application pursuant to the Residential Tenancy Act (the "Act") for the following orders:

- cancellation of the 10-Day Notice for Unpaid Rent (the "10-Day Notice"), pursuant to section 46;
- cancellation of the One Month Notice (the "One-Month Notice"), pursuant to section 47;
- an order for the landlord to provide services or facilities required by law pursuant to section 27 and 65 (f); and,
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62.

BS, the tenant and KK the tenant's assistant appeared at the hearing. GS appeared as agent for the landlords.

As both parties were in attendance, I confirmed that there were no issues with service of the Notice of Dispute Resolution Proceeding package and evidence. In accordance with sections 88 and 89 of the Act, I find the landlords were served with the required documents.

GS testified that the landlord did not serve any evidence on the tenant in response to their application.

The parties were given full opportunity under oath to be heard, to present evidence and to make submissions. The parties confirmed that they were not recording the hearing pursuant to Rule of Procedure 6.11.

Preliminary Matters

GS testified that the landlords concede that the 10-Day Notice and One Month Notice were not validly issued. GS stated that the utilities listed on the 10-Day Notice are included in the tenancy agreement. GS testified that the landlords have since issued a Two Month Notice which is the correct notice to issue given the circumstances of the landlords.

Based on the uncontested affirmed testimony of GS, I cancel the 10-Day Notice and One-Month Notice. The tenancy will continue until such time as it is ended in accordance with the Act.

Issue(s) to be Decided

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

Is the tenant entitled to an order requiring the landlord to comply with the Act, regulation or tenancy agreement?

Is the tenant entitled to recover the filing fee for this application from the landlord?

Background and Evidence

While I have considered the documentary evidence and the testimony of the parties, not all details of their submissions and arguments are reproduced here. The relevant and important aspects of the parties' claims and my findings are set out below.

The parties entered into a written tenancy agreement starting December 1, 2021. Monthly rent is \$1,700.00 payable on the first of each month. The tenant paid the landlords a security deposit of \$850.00, which the landlords continue to hold in trust for the tenant.

The tenant testified that on December 5, 2023, the landlords advised them that they were going to increase rent by 5%. The tenant responded by advising the landlords that they could only lawfully increase rent by 2%. The tenant testified that while the rent has not been increased, the landlords have threatened to increase their rent to \$2,500.00 a

month. The tenant testified that the landlords have tortured them in an attempt to cause them to vacate the rental property and used threatening and inappropriate language toward them.

The tenant testified that garbage is being littered around their property. With regard to internet, the tenant testified that they paid an additional \$15.00 a month for three months but they have since been told there is no need for them to continue to pay for internet.

The tenant testified that they have not had access to the laundry facilities which are included in the tenancy agreement since March 1, 2023. The tenant directed my attention to photographs that are submitted into evidence and show a lock on the door to the outdoor laundry facility. The tenant testified that the other tenants of the property have access to the laundry facilities. The tenant argued that locking them out of the laundry facilities is a breach of contract.

The tenant testified that they have not allowed the landlords access to the property for the purpose of inspection because the tenant was out of town and his wife and children were alone. They feared the landlords may not leave the property once allowed in.

In response to the tenant's submissions, GS testified that the landlords have resolved all of the issues brought up by the tenant. GS testified that the landlords upgraded the internet plan and asked each of the tenants to pay an additional \$15.00 a month. When the tenant did not agree to pay the additional \$15.00 a month, the landlords let it go because the internet is included in the Tenancy Agreement.

GS testified that the landlords were not aware that they could not increase the rent by 5%. When the tenant advised them of this, they did not increase the rent. GS testified that the landlords never threatened to increase the rent to \$2,500.00 a month.

GS testified that the laundry was locked because the neighbours were using it. GS testified that they believe the landlords have attempted to give a key to the tenant. GS testified that they will make sure the tenants are given a key to the laundry.

GS testified that the landlords dispute that they are abusive toward the tenant. The landlords allege that the tenants have been abusive and have used explicit language toward them. GS testified that the landlords have given proper notice to enter the rental unit; however, every time they have done so, the tenants have not allowed them access to the property.

Analysis

Section 27(b) of the Act states that a landlord must not terminate or restrict a service or facility if providing the service or facility is a material term of the tenancy agreement. The Tenancy Agreement which is submitted into evidence establishes that “Free laundry” is a material term of the tenancy.

GS testified that the laundry was locked to keep neighbours from using it, and that the landlords have made efforts to provide the tenant with the key. However, I find that this testimony is not supported by any first-hand accounting or evidence and, as a result, I do not find it reliable or compelling.

Rather, based on the affirmed testimony and evidence of the tenant, I accept that the landlord restricted the tenant’s access to laundry at the residential property beginning March 1, 2023, in breach of section 27(b) of the Act.

In accordance with section 62(3) of the Act, I order that the landlord allow the tenant access to the laundry facilities by providing the tenant with the key **not less than 48 hours** from the date of this order.

Section 65(f) of the Act allows the director to order that that past or future rent must be reduced by an amount that is equivalent to a reduction in the value of a tenancy agreement. In this instance, I find the loss of access to laundry decreased the value of the tenancy agreement by \$100.00 per month. As the tenant’s have been without laundry for three months, I order that the tenant may withhold \$300.00 from **ONE** future payment of rent.

With regard to the tenant’s concerns surrounding a potential rent increase, I caution the landlord to ensure that any rent increase complies with the Act.

The landlords are further cautioned that they are not permitted to charge the tenant for any service or facility that is essential to the tenant’s use of the rental unit as living accommodation or any service or facility that is a material term of the tenancy agreement in accordance with section 27 of the Act.

I find that the tenant is entitled to recover the filing fee for this application from the landlords. In accordance with the off-setting provisions of section 72 of the Act, I order that the tenant may withhold \$100 from ONE future payment of rent.

Conclusion

The 10-Day Notice and One Month Notice are cancelled. The tenancy will continue until such time as it is lawfully ended in accordance with the Act.

The tenant may withhold \$400 from ONE future payment of rent as follows:

Item	Amount
Breach of Material Term for March, April, May (3 x \$100.00)	\$300.00
Filing Fee	\$100.00
Total	\$400.00

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 29, 2023

Residential Tenancy Branch