



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNR OPR OLC PSF

Introduction:

Both parties attended the hearing and gave sworn testimony. The landlord said they served the tenant personally with a 10 Day Notice to End the Tenancy for non-payment of rent dated April 3, 2017 to be effective April 10, 2017. The effective date on the Notice is automatically corrected to April 13, 2017 pursuant to section 53 of the *Residential Tenancy Act* as the ten day Notice must give a full ten days. The tenant said he served the landlord with his Application for Dispute dated March 14, 2017 and the Amendment dated April 4, 2017 personally and by registered mail to the female landlord. The landlord confirmed receipt as stated. The tenant applies pursuant to section 46 of *The Residential Tenancy Act* (the Act) for orders as follows:

- (a) to cancel the Notice to End Tenancy;
- (b) To obtain the continuation of laundry service that is in the tenancy agreement;

Issues: Is the tenant entitled to any relief?

Background and Evidence:

Both parties attended the hearing and were given opportunity to be heard, to provide evidence and to make submissions. The undisputed evidence is that the tenancy began on May 15, 2015 with rent of \$825 and a security deposit of \$415 was paid. On January 1, 2017, the rent was legally raised by 3.7% with proper notice to \$855.52. However, the landlord tried to restrict the use of the laundry and gave a reduction of rent. The tenant requests that laundry service be restored as it is in his tenancy agreement and a necessary amenity for him. He usually does laundry once per week on the weekend and does not want to have to travel to a laundromat and lose time.

The landlord said he had already restored the service to the tenant. The tenant said he received a scrap of paper with a note just two days ago and wants to have a formal order from this hearing so he is sure he has his laundry service. He also requested compensation for 3 weeks of denied service. He had named no compensation in his application. The tenant paid his rent by cheque which was cashed on April 5, 2017 for \$835.50. It had been reduced by \$20 for withdrawal of laundry service.

In evidence is the Notice to End Tenancy, statements of the parties, registered mail receipts, a Notice of Rent Increase, the tenancy agreement which includes free laundry and utilities including electricity, and copies of cheques and a bank draft for rent April

2017. There is also a note from the landlord saying the tenant would be charged for electricity now.

Analysis:

The Notice to End a Residential Tenancy is based on non-payment of rent. The *Residential Tenancy Act* permits a tenant to apply to have the Notice set aside where the tenant disputes that rent is owed or where the amount of rent that is unpaid is an amount the tenant is permitted under this Act to deduct from the rent. I find the tenant paid his rent within the five days permitted by section 46 of the Act so I find the Notice is set aside and cancelled. It appears the rent was considered not paid because the landlord was refusing to accept payment by cheque.

In respect to the laundry service, I find the tenant is entitled to continued laundry service. Section 27 (2) of the Act states that a landlord must not terminate or restrict a service if it essential to the tenant's use of the rental unit as living accommodation or if providing the service is a material term of the tenancy agreement. I find in this case that laundry service was a material term of the tenancy agreement as the tenant said it was a great hardship for him to find and use facilities elsewhere and it consumed a lot of his time on the weekends. As he did not seek compensation on the face of his Application, I find he is not entitled to compensation for three weeks of lost service. He had a reduction of \$20 rent for April 2017 and I find he is entitled to retain this reduction.

I find the tenant's rent is restored to \$855.52 a month for May 2017 and his laundry service is restored. I note that the landlord is not entitled to charge the tenant for electricity as this would constitute an illegal increase of rent. Electricity is included in his rent according to the tenancy agreement.

Conclusion:

I find the tenant entitled to an Order that his laundry service be restored and he continues to have free electricity as provided in his tenancy agreement. I find his entitled to \$100 for recovery of the filing fee.

I HEREBY ORDER the landlord to continue to provide the tenant with free regular laundry service and electricity as provided in his tenancy agreement. The tenant's rent is restored to \$855.52 as of May 2017. I HEREBY ORDER that the tenant may deduct \$100 off his rent for May 2017 to recover his filing fee.

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: April 18, 2017

Residential Tenancy Branch