



Order under Section 130 Residential Tenancies Act, 2006

Citation: Stolarczyk v Marchinetz, 2026 ONLTB 29847

Date: 2026-04-16

File Number: LTB-T-052967-25

In the matter of: 2, 8 Nineteenth Street
Toronto ON M8V3L3

Between: Marta Stolarczyk
Karolina Stolarczyk
Filipe Sypien
Tenants

And

Paul Marchinetz
Julie Marchinetz
Landlords

Marta Stolarczyk, Karolina Stolarczyk and Filipe Sypien (the 'Tenants') applied for a reduction of the rent charged for the rental unit due to a reduction or discontinuance in services or facilities provided in respect of the rental unit or the residential complex.

This application was heard by videoconference on December 11, 2025.

The Landlord, Paul Marchinetz, the Landlords' Representative, George Berger, the Landlords' Support, Anne Marchinetz, and the Tenant, Marta Stolarczyk, attended the hearing.

Determinations:

Amending the Application

1. At the start of the hearing the parties consented to amending the Application to adding another party, Julie Marchinetz, as another Landlord.
2. The Landlord, Paul Marchinetz ("PM") indicated that they were content to proceed without the Landlord, Julie Marchinetz, present as PM was able to proceed on behalf of both Landlords.

The Application

3. As explained below, the Tenants proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlords must pay the Tenants \$715.35.
4. I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.

5. Section 130 of the *Residential Tenancies Act*, 2006 (the 'Act') provides “[a] tenant of a rental unit may apply to the Board for an order for a reduction of the rent charged for the rental unit due to a reduction or discontinuance in services or facilities provided in respect of the rental unit or the residential complex.”
6. Section 2(1) of the Act provides that “services and facilities” includes, (c) laundry facilities.
7. The Tenant, Marta Stolarczyk (“MS”) testified that there was a laundry room in the basement of the residential complex and while the cost of laundry was in addition to the rent, the residential complex had laundry facilities. MS testified that in March 2025 the dryer broke and the Landlords decided not to fix it and in May 2025 the Landlords turned off power to the washer. MS testified that the Landlords’ position was that since laundry was not a term of the lease, they were no longer going to provide access to the laundry facilities.
8. MS testified that she moved into her rental unit in December 2008 and has always had access to the laundry facility at the residential complex. MS testified that laundry was not listed in her tenancy agreement, but it was a verbal agreement that there was access to the coin-operated machines in the laundry facility in the residential complex.
9. MS testified that she now has to go to a laundry mat in the area once a week and there has been an increase in cost. MS testified that she paid \$1.25 per wash and \$1.25 per dry at the residential complex and she is paying \$6.75 per wash and \$3.00 per dry at the laundry mat.
10. PM testified that the tenancy agreement never included free laundry but there was a coin operated washer and dryer located at the residential complex. PM testified that in 2023 the coin operated washer was actually replaced with a non-coin operated washer, so the Tenants received the benefit of free washing for a while.
11. PM testified that he ensured there were laundry mats in the area before removing access to the washer and dryer in the residential complex. PM also testified that the prices provided by the MS were for triple load machines and not single capacity machines.
12. First, I find that although not expressly included as a term in the tenancy agreement, use of the laundry facilities was an implied term of the tenancy agreement. It was undisputed that the Tenants had access to coin-operated laundry machines for approximately 17 years.
13. The question then becomes was there a reduction in the service or facility. I am also satisfied that the Landlord reduced the laundry facility when the dryer was not repaired in March 2025 and discontinued the laundry facility as of May 2025 when the power to the washing machine was disconnected.
14. Finally, I must turn my mind to how should the rent reduction be quantified as I am satisfied that the Landlord is entitled to reduce or discontinue the laundry facility but in doing so the only appropriate remedy is a rent reduction as calculated in accordance with the Act and the General Regulation under the Act (the “regulation”).

15. The relevant portions of section 39 of the regulation provide as follows:

39 (2) If a service or facility is discontinued and the discontinuance was reasonable in the circumstances, the rent shall be reduced by an amount that is equal to what would be a reasonable charge for the service or facility based on the cost of the service or facility to the landlord or, if the cost cannot be determined or if there is no cost, on the value of the service or facility, including the cost to the tenant or former tenant of replacing the discontinued service or facility.

39 (3) If a service or facility is discontinued and the discontinuance was not reasonable in the circumstances, the rent shall be reduced by an amount that takes into account the following matters:

1. The value of the service or facility, including the cost to the tenant or former tenant of replacing the discontinued service or facility.
2. The effect of the discontinuance on the tenant or former tenant.

39 (4) The amount of the rent reduction determined under subsection (3) shall not be less than the amount of the reduction that would have been required under subsection (2) had the discontinuance been reasonable.

....

39 (6) If a service or facility is reduced, the amount of the reduction of rent shall be a reasonable proportion, based on the degree of the reduction of the service or facility, of the amount of the reduction in rent that would have been determined under subsections (2) to (5) had the service or facility been discontinued

16. The key issue in deciding the quantum of the rent reduction is whether the reduction of the service was reasonable. I find that it was not reasonable. The laundry facility, as located in the residential complex, while coin operated, were a facility that were an implied part of the tenancy agreement. The Landlords had not been ordered by any authority to remove the laundry facility. The Landlords unilaterally and without justification decided to discontinue provision of the laundry facility. It is the Tenants' position that the Landlords cited increasing operating costs. PM did not explain why the Landlords decided to discontinue the laundry facility other than the position that it was not a term of the lease and the Landlords felt they were not obligated to continue providing it.

17. I am not satisfied that the Landlords had a reasonable explanation for the discontinuance.

18. Because I have found the reduction in the service/facility to be unreasonable, the calculation of the rent reduction must be performed in accordance with subsection 39(3) and 39(6) of the regulation. The relevant factors are the value of the service/facility to the Tenants, including the cost to replace the service/facility and the effect of the reduction of the service/facility on the Tenants.

19. At the hearing, MS gave evidence with respect to the cost of doing laundry at a local laundry mat. This is not an appropriate comparison. The comparison should be with a

service/facility that is comparable to what is lost. The Tenants have lost access to onsite laundry facilities; they have not lost access to a local laundry mat. The comparison with the cost of a third-party offsite laundry facility is therefore not an appropriate factor in calculating the rent reduction.

20. The only other factor listed in subs. 39(3) of the regulation is the effect of the reduction on the Tenants. Some of the Tenants did not attend the hearing and so they did not give evidence as to the effect on them of the loss of laundry facilities.
21. Certain effects can be presumed for all of the Tenants. All of the Tenants have lost the ability to go to another part of the residential complex that they live in to do their laundry. The Tenants are inconvenienced by having to travel offsite to a laundry mat to do their laundry at least once a week if not more. Multiple trips may be necessary depending on mode of transport and amount of laundry.
22. MS specifically testified that there has been an increased cost to do laundry. While PM indicates this is for a triple load machine, this is a specific effect MS is experiencing due to the Landlords' discontinuance of the laundry facility. MS testified she has to travel offsite at least once a week, sometimes 2 if the kids are home.
23. After considering the factors set out above, I find that an appropriate rent reduction based on the impact of losing the onsite laundry facilities is 5% for the Tenants. MS testified that the Tenants rent as of January 1, 2025, was \$1,019.00 per month. A 5% rent abatement is \$50.95 per month.
24. Subsection 39(4) of the regulation provides that the amount of the rent reduction determined under subsection (3) shall not be less than the amount of the reduction that would have been required under subsection (2) had the discontinuance been reasonable.
25. The Landlords gave no evidence as to what it cost to provide the onsite laundry facility to the Tenants. MS only provided evidence as to what the Landlords charged the Tenants to use the washer and dryer.
26. As such, I am satisfied that the 5% rent reduction is not less than what MS was being charged by the Landlords to use the laundry facility at \$1.25 per wash and \$1.25 per dry at approximately once per week or approximately \$10.00 per month.
27. Subsection 130(4) of the Act provides that an order under this section reducing rent takes effect on the day that the discontinuance or reduction first occurred.
28. MS testified that the dryer first stopped working in March 2025 and that the Landlords said they would look into it and then said it would not be fixed. MS did not provide specific dates as to when the dryer stopped working or when the Landlords indicated it would not be fixed.
29. I do note that the application indicates that dryer was discontinued on March 26, 2025. Based on the date in the application and MS's testimony I find that the laundry facility was

reduced by April 1, 2025. I find this would have given the Landlords time to investigate the broken dryer and then determine not to repair it.

30. Therefore, the laundry facility was first reduced as of April 1, 2025.

31. In addition, the Tenants are entitled to a rebate of the rent unlawfully collected by the Landlords for the period of time starting on April 1, 2025, when the service/facility was reduced or discontinued.

32. The Tenants incurred costs of \$53.00 for filing the application and are entitled to reimbursement of those costs

It is ordered that:

1. The lawful monthly rent effective April 1, 2025, is reduced by 5% to \$968.05.
2. The total amount the Landlords shall pay the Tenants are \$715.35. This amount represents:
 - \$715.35 for a rent rebate for the period of time from April 1, 2025, to April 30, 2026.
 - \$53.00 for the cost of filing the application.
3. The Landlords shall pay the Tenants the full amount owing by April 27, 2026.
4. If the Landlords do not pay the Tenants the full amount owing by April 27, 2026, the Landlords will owe interest. This will be simple interest calculated from April 28, 2026, at 4.00% annually on the balance outstanding.
5. If the Landlords do not pay the Tenants the full amount owing by April 27, 2026, the Tenants may recover this amount by deducting \$238.45 from the rent each month from May 1, 2026, until July 1, 2026.
6. The Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

April 16, 2026
Date Issued

Nicole Pedron
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.