



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Decision

Dispute Codes: MNDC, OLC, PSF, RR, FF

Introduction

This hearing dealt with the tenant's application for a Monetary Order for compensation for damage or loss under the Act, regulations or tenancy agreement; Orders to make the landlords comply with the Act, regulations or tenancy agreement and provide services or facilities required by law; authorization for a rent reduction for repairs, services or facilities agreed upon but not provided; and, recovery of the filing fee.

Issue(s) to be Decided

1. Whether the landlord has violated the Act, regulation or tenancy agreement or reduced services or facilities, and if so, the amount of compensation owing to the tenant.
2. Whether there are reasonable grounds to Order the landlord to comply with the Act, regulations or tenancy agreement or Order the landlord to provide services or facilities required by law or the tenancy agreement.
3. Award of the filing fee.

Background and Evidence

Upon hearing testimony from both parties, I make the following relevant findings concerning the tenancy. The tenancy commenced in July 2005. The tenancy agreement provides that rent includes a "stove and oven". The tenant is currently paying \$925.00 per month in rent. The rental unit is located in a basement suite in a single family dwelling.

On or about August 22, 2008 the landlords informed the tenant that the stove would be removed from the rental unit on August 26, 2008 because an inspector from the municipality would be inspecting the rental unit. An inspection took place and on August 29, 2008 the municipality ordered the landlord to remove the wiring for the stove and the fan by November 21, 2008. The landlord testified that the re-inspection was then moved up to November 7, 2008. The tenant asked the landlords to replace the stove until the wiring was removed but the landlords refused. The landlords testified that they refused to replace the stove for insurance purposes. The tenant has only been able to cook using a microwave and toaster oven since August 26, 2008; otherwise, she must cook at a friend's house.

On or about August 31, 2008 the parties had a discussion about reducing the rent by \$75 and giving the tenant an additional off-street parking spot and the tenancy would end October 31, 2008. The landlord drafted up a new tenancy agreement but the tenant would not sign it. On September 30, 2008 the tenant gave written notice to end the tenancy on October 31, 2008. The tenant gave the landlords a partial rent cheque for the month of October 2008; however, the landlords rejected it and insisted upon full payment. The tenant has not paid rent for the month of October 2008.

In filing the application for dispute resolution, the tenant is seeking that the stove be returned to her suite or if it is not returned, a rent reduction of \$50 for August, \$200 for September and \$200 for October.

The landlords are unwilling to pay the amount requested by the tenant as they indicated it was excessive for the number of times the tenant cooks at home and the landlords took the position that vehicles of the tenant's guests were the reason for someone complaining about the illegal suite in the house.

After much discussion, the parties were able to reach a compromise during the hearing whereby the parties agreed that the rent would be reduced by \$150.00 for each full month the tenant has not had use of a stove and a pro-rated reduction for the month of August. This agreement amounts to a total rent reduction of \$329.00 from August 26, 2008 until the end of October 31, 2008.

The landlords wanted to address the unpaid rent during the hearing; however, the landlords did not make an application for dispute resolution.

Analysis

I accepted the settlement reached between the parties to reduce the rent by a total amount of \$329.00 for the time period up to the end of tenancy, which will be October 31, 2008. Since the tenant has not paid rent for the month of October, I do not provide a Monetary Order to the tenant. Rather, I authorize the tenant to reduce the amount of rent owed to the landlords by the total rent reduction of \$329.00. I also authorize the tenant to reduce the amount of rent owing to the landlords by one-half of the filing fee the tenant paid for this application, or \$25.00. **Therefore, the tenant is authorized to reduce the rent owing to the landlords by a total one-time deduction of \$354.00.**

As the tenancy is ending on October 31, 2008 and the landlords must remove the stove wiring very soon, I do not make an Order for the landlord to replace the stove in the rental unit. The rent reduction of \$329.00 compensates the tenant for a service or facility to was required to be provided to the tenant under the terms of the tenancy agreement and Act.

As the landlords were informed during the hearing, I can not grant a Monetary Order to the landlords under a tenant's application for dispute resolution. The landlords are at liberty to make an application for dispute resolution should the landlords not recover the unpaid rent from the tenant.

Conclusion

The tenant is authorized to reduce the rent owing to the landlords by a total one-time reduction of \$354.00.

October 28, 2008

Date of Decision