

# Dispute Resolution Services

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

## Decision

Dispute Codes: RR

## Introduction

This hearing dealt with an application by the tenant for an order permitting him to reduce rent for services or facilities not provided. Both parties participated in the conference call hearing and had opportunity to be heard.

## Issue(s) to be Decided

Should the tenant be granted a rebate of rent for a period of time in which the dishwasher was not functioning?

## Background and Evidence

The tenancy began on May 1, 2008. The parties entered in to a written tenancy agreement which states that the use of a dishwasher is included in the price of rent. The landlord testified that the tenant filled in the tenancy agreement and because the landlord did not have his glasses on, the landlord did not notice that the tenant had checked the box indicating that the dishwasher was included. The landlord testified that he specifically told the tenant that the dishwasher had not been installed by a professional and therefore should not be used. The tenant testified that the landlord was proud to show him that all the appliances, including the dishwasher, were new and that the landlord gave the tenant the operating manual for the dishwasher.

The parties agreed that on or about December 13, the dishwasher started leaking and was unable to be used. The parties further agreed that the dishwasher was repaired on February 9. The tenant seeks compensation for the 58 days in which he was unable to use the dishwasher at a rate of \$100.00 per month. The tenant testified that he is paying \$1,500.00 per month in rent and that he chose to rent this unit because it had a dishwasher over a similar unit without a dishwasher which had been advertised for

\$1,400.00 per month.

### Analysis

I find that the dishwasher was part of the tenancy agreement. I have arrived at this conclusion because the landlord gave the tenant the user manual and because the landlord had a copy of the tenancy agreement which he could and should have reviewed at a time when he was wearing his glasses. I find that the tenant was deprived of the use of the dishwasher for 58 days and is entitled to compensation. However, I find that his claim of \$100.00 per month in compensation is excessive. I find that \$50.00 per month, or \$1.61 for each of the 58 days he was without a dishwasher, will adequately compensate him.

### Conclusion

The tenant is awarded \$93.55. This sum may be deducted from future rent owed to the landlord. The tenant did not claim recovery of the filing fee paid to bring this application.

Dated February 27, 2009.