



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNDC, DRI, OLC, ERP, RP, RR, FF

Introduction

A substantial amount of documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issues(s) to be Decided

This is a request for repair order, a reduction in rent, and a dispute of the rent increase. The applicant is also requesting that the respondent bear the \$50.00 cost of the filing fee that was paid for this hearing.

Background and Evidence

The applicant testified that:

- His dishwasher has been broken for over a month and the landlord has refused to replace or repair it. He is therefore requesting an order that the dishwasher be replaced or repaired and that his rent be reduced by \$100.00 per month for loss of use of the dishwasher.
- There are also numerous other repairs needed in the rental unit which the landlord has not taking care of and he would like an order for those to be

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repaired as well, although he did state that he is not given the landlord a written request to do any repairs for least two years.

- The landlord also gave him a rent increase that far exceeds the 3.2% allowed under the Residential Tenancy Act and therefore he wants that rent increase rolled back.

The landlord testified that:

- The tenant did inform him that the dishwasher was not working and therefore he told the tenant that he had one in the garage. The tenant offered to install that dishwasher but to date has failed to do so.
- He has given the tenant and increased that exceeds the 3.2% allowed this year however the rent has not been increased since the beginning of the tenancy and therefore the landlord believes she should be allowed to increase the rent by the percentages allowed in previous years.

Analysis

Dishwasher

It is the landlords responsibility to ensure that all appliances are working and repaired if they breakdown unless it is shown that the appliance was damaged due to the negligence or wilful actions of the tenant and since there is no such evidence, in this case, the landlord should be repairing or replacing the dishwasher.

The landlord claims that he offered a dishwasher to the tenant and that the tenant agreed to install it however the tenant denies ever agreeing to install a dishwasher.

Since it is the landlord's responsibility to ensure that the dishwasher is properly working I will issue an order for the landlord to repair or replace the dishwasher. I will not issue

any order for a rent reduction, because it is possible that the landlord misunderstood the tenant's intentions and thought that the tenant was going to install the new dishwasher.

Various other repairs

It is my decision that I will not issue an order for the landlord to do any other repairs at this time. The tenant stated at the hearing he has not given the landlord any written requests to have repairs done, at least in the last two years. Therefore it is my decision that the tenant must first give the landlord a written list of the repairs that he is requesting before applying for a repair order. If the landlord refuses to do the requested repairs within a reasonable time after receiving the written request for repairs, the tenant may then apply for dispute resolution to get a repair order, at which time the tenant would have to show that these repairs were needed, and were not just upgrades or cosmetic issues.

Rent increase

It is my finding that the increase given to the tenant of \$200.00 per month, is far in excess of the amount allowed under the Residential Tenancy Act. The Residential Tenancy Act only allows a rent increase of 3.2% this year and therefore since the rent is \$1400.00 per month the landlord may increase the rent by \$44.80 bring the total rent to \$1444.80 beginning February 1, 2010. If a landlord fails to give a rent increase in a previous year he cannot then add that percentage on to the increase given in a following year.

Conclusion

I have issued an order for the landlord to repair or replace dishwasher in the rental unit.



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I have reduced the landlords rent increase from \$200.00 per month to \$44.80 per month.

I further order that the landlord bear the \$50.00 cost of the filing fee that the tenant paid for this dispute resolution hearing. The tenant may therefore make a onetime \$50.00 deduction from future rent payable to the landlord.

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: January 19, 2010.

Dispute Resolution Officer