

DECISION

Dispute Codes MNDC, OLC, PSF, RR

Introduction

This hearing dealt with the tenants' Application for Dispute Resolution requesting a monetary order; an order to have the landlord comply; and an order to reduce the rent for terminating a facility.

The hearing was conducted via teleconference with the landlord, the tenants, their advocate and witness. The tenant's witness did not provide any testimony during the hearing.

The tenants provided some documentary evidence, however, it was not served within the 5 clear days required and as such, I advised the parties at the hearing that I could not consider the documents submitted.

During the hearing the tenants confirmed the landlord had remedied the situation regarding the gas utility that lead to lack of hot water for 4 months and have therefore amended their application to exclude the matters of compensation and an order to have the landlord comply.

Issues(s) to be Decided

The issues to be decided are whether the tenants are entitled to rent reduction for the termination of a facility or service, pursuant to sections 27, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

In the hearing the tenants indicated they had entered into a 1 year fixed term tenancy for a 2 bedroom rental unit when they moved into the unit on June 15, 2010. The monthly rent is \$900.00 due on the first of the month and this rent included the use of a stove/oven.

The tenants testified that the landlord, in order to comply with a local government building inspection, removed the stove/oven and replaced it with a two burner hotplate on or about October 25, 2009. The landlord originally had suggested that the tenants had a choice, they could accept the hot plate as replacement or they could move.

The landlord later in the hearing acknowledged that he would accept a rent reduction and made an offer of a \$100.00 per month reduction. The tenants, after discussion amongst themselves, decided that they would continue to request the \$200.00 reduction as outlined in their application.

Analysis

Section 27 (2) of the *Act* allows a landlord to terminate or restrict a service or facility if the landlord gives 30 days written notice of the termination or restriction and reduces the rent in an amount that is equivalent to the reduction in the value of the tenancy agreement resulting from the termination or restriction.

While the termination or restriction of any major appliance reduces the value of a tenancy, changing a rental unit from one where a tenant can cook full meals using a four burner stove and oven to one that has only a two burner hotplate is a fundamental change in the nature of the tenancy.

While both tenants are willing to remain in the tenancy the value of the tenancy has decreased by this change dramatically. I am persuaded by the tenants' claim that this termination of a service/facility is valued at \$200.00 per month.

I also find that, in accordance with Section 27(2), the tenants are entitled to this rent reduction effective one month prior to the removal of the stove, or October 1, 2009, in the amount of \$200.00 for the duration of the tenancy or until such time as the landlord is able to reinstall a full stove and oven.

Conclusion

Based on my findings above, I order the landlord to reduce the rent for this tenancy by \$200.00 per month effective October 1, 2009. The tenants may reduce their rental payments by this amount effective April 1, 2010.

In compensation for the rent the tenants have already paid since October 1, 2009, in the amount of \$1,200.00 I order, pursuant to Section 72 (2)(b), the tenants may deduct this amount from future rent payments until such time as the debt is satisfied.

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: March 22, 2010.

Dispute Resolution Officer