

## **DECISION**

Dispute Codes            MNDC, RR, O

### Introduction

This hearing dealt with an Application for Dispute Resolution by the tenants for a Monetary Order for money owed or compensation for loss or damage under the *Act*, regulation or tenancy agreement, and an Order to allow the tenants to reduce rent for repairs, services and facilities agreed upon but not provided. The tenants have applied for other issues.

The tenants served the landlords in person on March 25, 2010 with a copy of the Application and Notice of Hearing. I find that the landlord was properly served pursuant to s. 89 of the *Act* with notice of this hearing.

Both parties appeared, gave affirmed testimony, were provided the opportunity to present their evidence orally, in written form, documentary form, to cross-examine the other party, and make submissions to me. On the basis of the solemnly affirmed evidence presented at the hearing I have determined:

### Preliminary Matters

The landlord stated that the tenant has misspelt the landlord's names on the application. The landlord's provided the correct spelling of their names and their names have been amended for the purposes of this decision.

### Issues(s) to be Decided

- Are the tenants entitled to a Monetary Order for money owed or compensation for loss or damage under the *Act*?
- Are the tenants entitled to reduce their rent for repairs, services or facilities agreed upon but not provided?

### Background and Evidence

Both Parties agree that this month to month tenancy started on March 01, 2010. This was a verbal agreement between the Parties. Rent is \$650.00 per month and is due on the first of each month. The tenants paid a security deposit of \$325.00 on February 10, 2010.

The female tenant attending testifies that when she first came to look at the rental unit the landlord agreed that the unit would be cleaned before they took possession. The tenant also claims the landlord told her they could use the shared laundry facilities at any time and to just knock on the door. The tenant claims she was told by the landlord that they would have their own laundry facilities but they were not working at that time but would be ready before the summer.

The tenant claims that she did her laundry and the female landlord asked her not to use the dryer but to hang her washing on the line instead. The tenant claims that she and her son have eczema and need to dry their clothes in the dryer to make them soft. The tenant also claims the landlord told her that they could only use the laundry facilities on a Tuesday. The tenant claims she works on this day and finds it difficult to do her laundry before work. The tenant states she is not looking to reduce her rent but to have an agreement about her use of the laundry facilities.

The tenants claim they agreed to take the unit and took possession on March 01, 2010. The tenant's claim they house was filthy when they moved in, the shower, windows, glass and walls were dirty. The tenant states she complained to the landlord who told her she had to clean the unit and they would not pay to have it cleaned. The tenant testifies there was also a problem with the plug in the tub which the tenants had to replace as the landlord would not fix it. The tenant testifies there was also a problem with a light fixture which the landlord did repair in March, 2010. The tenant seeks a Monetary Order for \$29.00 for cleaning supplies and a new plug.

The landlord testifies that the tenant was told she could choose any day to do her laundry as it is a shared area with the landlords and they cannot leave the door unlocked to their suite every day. The landlord also claims the tenant must finish the laundry before 10.00 p.m. as he has to lock the door before his family can go to bed.

The landlord claims the tenant was not told she had separate laundry facilities as the other facilities are in a workshop on the farm and are used to wash the farm work clothes

contaminated by chemicals. The landlord states that when the tenant was shown around the farm she may have seen these extra facilities and assumed she could use them.

The landlord claims the tenant was asked to hang her clothes on the line as it was a sunny day and to try to save and conserve energy. This was just a suggestion made to the tenant on that day. The landlord states that if the tenant requires an extra day for laundry due to an emergency then she just has to knock on the landlord's door so he can give her access to the laundry area.

The landlord claims the tenants unit was in move in ready condition. If the tenant's standards are of such a high standard for cleanliness then she must expect to do a little extra cleaning. The landlord claims the plug in the tub becomes rotten due to the well water as they live on a farm and the tenants will need to replace this on occasion if they use the tub.

During the course of the hearing the tenant and landlord reached a mutual agreement that the tenants can use the laundry facilities on a Thursday each week from 08.00 a.m. to 9.00 p.m. It is also agreed that the tenant can ask for extra days to use the laundry facilities in an emergency.

### Analysis

I find the tenant and landlord have reached an agreement concerning the use of the laundry facilities as detailed above.

With regard to the tenants claim that the landlord did not clean the unit before they took occupation and for a Monetary Order for the cost of cleaning supplies; Section 32 of the Act states that a landlord must provide and maintain residential property in a state of decoration and repair that a) complies with the health, safety and housing standards required by law and b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

In this instance the burden of proof is on the claimant to prove the unit was dirty and that the landlord is in violation of the agreement or contravention of the Act. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the cleaning supplies and plug. I find the tenant has provided no evidence to support her claim that the rental unit did not comply with the health, safety and housing standards required by law or the actual costs of the cleaning supplies or plug. Consequently this section of her claim is dismissed.

With regards to the tenants claim that she was told they would have their own laundry facilities by the summer; By their nature, disputed verbal terms are not clear and are often impossible for a third party to interpret. I am not prepared to find the verbal arrangement for the tenants to have their own laundry facilities to be an enforceable term in the tenancy agreement between these two parties. Consequently no orders will be made in regard to this matter.

### Conclusion

An agreement has been reached between both parties concerning the use of the laundry facilities. The remainder of the tenants claim for money owed or compensation under the Act is dismissed without leave to reapply.

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: May 12, 2010.

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Dispute Resolution Officer