



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes RR FF

Introduction

This hearing dealt with a claim by the tenant for a rent reduction for loss of facilities and recovery of the filing fee. Both parties attended the hearing and had an opportunity to be heard.

Issues(s) to be Decided

Is the tenant entitled to a rent reduction for loss of facilities?

Background and Evidence

This tenancy began on December 18, 2009 and will be coming to an end on September 18, 2010. The rent is \$1,200.00 due in advance on the 19th day of each month. The issue in this case relates to the washing machine in the rental unit. The original ad for the rental unit said that there was a washer and drier in the rental unit and indeed the rental unit did have a washer and drier in it when the tenancy began. The written tenancy agreement does not, however, say that a washer and drier are included.

Everything was fine with this tenancy until mid-January when the washer broke down and had to be replaced. The tenant was without a washer for one month and the landlord compensated her by reducing her rent by \$50.00 for that month. A new machine was installed on February 15th and everything was fine until June 15th when there was another problem with the washer. The tenant advised the landlord of the problem and then the next day when the tenant came home she found that the washer

had been removed by the landlord. Since that date the tenant has not had a washer as the landlord has refused to replace it due to the flooding problems. The landlord believes the problems were caused by the tenant but the tenant disputes this. The tenant is now going to vacate the rental unit due to the absence of an in-house washing machine.

Analysis

The tenant is seeking a rent reduction for the three months during which she had no washing machine. She makes the claim on the basis that it was a facility that was agreed upon but not provided.

For her part, the landlord says it was not contained in the lease and that it was not therefore a facility that was agreed upon.

With all due respect to the landlord, I do not agree that the washer was not part of the agreement. I am satisfied that both parties had expressly and implicitly agreed that the washer was part of the agreement even though it was not specifically mentioned in the tenancy agreement. The ad referred to it, it was there when the tenant viewed the suite, it was there for the first few months of the tenancy and the even replaced once after it broke.

Conclusion

I am satisfied that the tenant is entitled to a retroactive rent reduction in the amount of \$50.00 per month for the three months during which she has had no washer. This is a total of \$150.00. I also find that the tenant is entitled to recover her foiling fee of \$50.00 from the landlord.

I therefore order that the landlord pay to the tenant the sum of \$200.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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*.