

DECISION

Dispute Codes MNDC, FF

Introduction

Some documentary evidence and written arguments have been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

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

All testimony was taken under affirmation.

Issues(s) to be Decided

This is a request for a monetary order for \$522.27 and the applicant is also requesting that the respondent bear the \$50.00 cost of the filing fee that was paid for the application for dispute resolution.

Background and Evidence

The applicant testified that:

- When they moved into the rental unit they found the dryer did not function and the washer was of poor quality.
- They contacted the landlord and the landlord agreed to allow them to purchase a washer and dryer that suited them.
- They purchased a washer and dryer at a total cost of \$1322.27 however the landlord only credited them \$800.00.

- They are therefore requesting an order for the landlord to reimburse the remainder of \$522.27.

The respondent testified that:

- The tenants did inform him that the dryer did not function when they moved in the rental unit, and he was perfectly willing to have it repaired.
- The female tenant informed him that they would prefer a better quality washer and dryer and offered to pay 40% of the cost of an upgrade unit if the landlord agreed to pay the remaining 60%.
- He reluctantly agreed, and since 60% of the cost came to \$793.36 he rounded it up and credited them \$800.00.
- There was never any agreement that he would pay the 40% tenants share at the end of the tenancy.
- He paid his 60% right away when the washer and dryer were purchased and had there been an agreement for him to pay 100% he would have paid that right away as well.
- The tenants accepted 60% and made no claim until the end of the tenancy suddenly wanting the landlord to pay their 40%.
- Had he known the tenants would want him to pay the 40% he would not have agreed to the upgrade in the first place and would simply have had the original appliances properly repaired.

Analysis

It is my decision that the applicant has not met the burden of proving that the landlord ever agreed to pay 100% of the cost of upgrading the appliances.

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Ministry of Housing and Social Development

The landlord testified that he agreed to pay 60% of the cost of upgrading the appliances and the evidence supports that claim, as that is the amount he paid at the time and the tenants made no objection until the tenancy ended.

I find it unlikely that the tenants would not have filed an objection right away had the landlord agreed to pay 100% of the cost of the new appliances.

Conclusion

This application is dismissed in full 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: October 18, 2010.

Dispute Resolution Officer