



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, PSF, RR

Introduction

This hearing dealt with an application by the tenant for money owed or compensation for damage or loss, to order the landlord to provide services or facilities and to allow a tenant to reduce rent for services or facilities not provided.

The tenant participated in the conference call hearing but the landlord did not. The tenant presented evidence that the landlord was served with the application for dispute resolution and notice of hearing by registered mail. I found that the landlord had been properly served with notice of the tenant's claim and the date and time of the hearing and the hearing proceeded in their absence.

Background and Evidence

This tenancy began April 15, 2010 with monthly rent of \$1300.00 and the tenant paid a security deposit of \$650.00.

The tenant testified that the dryer in the building has not worked since November 30, 2010 and that because of that she has had to take her laundry out to a laundromat. The tenant stated that laundry facilities are part of her tenancy agreement and because the landlord has not repaired or replaced the dryer she has suffered significant expense and inconvenience. The tenant stated that she was repeatedly told by the landlord that the dryer would be repaired or replaced but they have yet to do so.

The tenant stated that she had attempted to discuss the issue with the landlord but that he had told her she was asking for too much money and that he was not replacing the dryer. The tenant stated that the landlord then came to the tenant and told her he wanted to complete repairs on the rental unit and convinced the tenant sign a Mutual Agreement to End Tenancy with an effective end date of October 31, 2011.

The tenant stated that travel to a doing her laundry at a laundromat has cost her a minimum of \$40.00 per month and the tenant in this application is seeking compensation for travel costs and expenses associated with having to go to a laundromat.

Analysis

Based on the documentary evidence and undisputed testimony of the tenant, I find on a balance of probabilities that the tenant has met the burden of proving that they have grounds for entitlement to compensation for loss due to a non-functioning dryer since November 30, 2010. The tenancy agreement clearly notes 'laundry' as being a material term of the tenancy agreement and the landlord has not taken the appropriate steps to ensure that this facility has consistently been provided to the tenant.

Section 27 of the Act clearly outlines the responsibilities of the landlord in regards to terminating or restricting services or facilities and speaks to:

- (1) *A landlord must not terminate or restrict a service or facility if*
 - (a) *the service or facility is essential to the tenant's use of the rental unit as living accommodation, or*
 - (b) *providing the service or facility is a material term of the tenancy agreement.*

Residential Tenancy Policy Guideline 22. termination or restriction of a service or facility speaks to:

Where there is a termination or restriction of a service or facility due to the negligence of the landlord, and the tenant suffers damages as a result of the negligence, an arbitrator may find there has been both a breach of contract and a failure to take reasonable care which resulted in the damages suffered by the tenant and make an award for damages and/or breach of contract.

Therefore, as the tenant has suffered a loss of a facility that was to be provided by the landlord per the signed tenancy agreement, the tenant will be entitled to a rent reduction of \$40.00 per month for 11 months which covers the time from December 2010 through to the end of the tenancy in October 2011.

Accordingly I find that the tenant is entitled to a monetary order for \$440.00.

The tenant is also entitled to recovery of the \$50.00 filing fee.

Conclusion

I find that the tenant has established a monetary claim for **\$440.00**. The tenant is also entitled to recovery of the \$50.00 filing fee.

The tenant may deduct **\$490.00** from the October 2011 rent owed to the landlord for recovery of this monetary claim and filing fee.

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: September 7, 2011

Residential Tenancy Branch