



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, OLC, RP, LRE, RR and FF

Introduction

This application was brought by the tenant on October 5, 2011 seeking a variety of remedies as a consequence of the degradation and breakdown of the refrigerator in the rental unit.

As a matter of note, as the refrigerator was replaced the day after the application was made, the tenant proceeded only with the claim for monetary compensation for loss of its use for the period from September 29, 2011 to October 6, 2011 and withdrew her other claims.

Issue(s) to be Decided

This matter now requires a decision on whether the tenant is entitled to monetary compensation for loss of use of the refrigerator; if so, in what amount; and whether the tenant should recover the filing fee for this proceeding from the landlord.

Background and Evidence

This tenancy began on May 1, 2010. Rent is \$715 per month and the landlord holds a security deposit of \$350 paid on May 1, 2010.

During the hearing, the parties gave evidence that while the refrigerator had had some prior problems with water dripping, the building manager and a professional repairman had both made repairs and the building manager was of the belief that problems had been remedied.

However, on September 29, 2011, the tenant advised the building manager that the unit was freezing food in the normal cooling area and that she had lost some contents because of this.

This was an issue of some extra importance to the tenant as she is currently faces some health challenges and is on a restrictive diet.

As noted, the refrigerator was replaced on October 6, 2011, one week after the problems was reported to the landlord. In the interim, the landlord had offered the tenant the use of a fridge in a vacant neighbouring about October 5, 2011.

Analysis

I find that the landlord has fully complied with the legislation and the obligations imposed under the rental agreement. However, I do find that the tenant has suffered some loss of facility and is entitled to proportionate compensation.

As the tenant has submitted no receipts or detailed estimates of food loss and consequent expenses, I cannot make an award on that basis.

As to the loss of facility, at a rent rate of \$715 per month, if the tenant had been deprived of the entire rental unit for one week, she would have been entitled to one quarter of the month's rent, or \$178.75. However, if one considers refrigeration as a key component of the rent unit valued at 15 percent of the total value, then the value of the loss would be \$26.81. To take into account a minimal estimate for loss of foodstuffs, I increase this total award to \$50.

As the essential matter of replacement of the fridge was, in fact, resolved by the landlord without recourse to dispute resolution, and as the balance of the application was withdrawn by the tenant, I find that she should recover half of the \$50 filing fee for this proceeding from the landlord.

Conclusion

I hereby authorize and order that the tenant may recover \$50 for loss of the use of the refrigerator and estimated loss of contents plus one-half of the filing fee for this proceeding and may do so by retaining \$75 from the next rent due following receipt of this decision.

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: November 01, 2011.

Residential Tenancy Branch