

DECISION

Dispute Codes O, RP, RR

Introduction

This is an application filed by the Tenant seeking the Landlord to make repairs to the unit, site or property, to allow the Tenant to reduce rent for repairs, services or facilities agreed upon but not provided. The Tenant has also made a request to clarify the Landlord's written notice to end tenancy.

Both parties have attended the hearing by conference call and have given testimony. The Landlord has acknowledged receiving the Tenant's notice of hearing and evidence package. The Landlord has submitted 1 evidence package, but has failed to provide a copy of which to the Tenant. Based upon the testimony of both parties, I am satisfied that the Landlord was properly served with the notice of hearing and evidence package under the Act. The Landlord's evidence package was not served on the Tenants and as such cannot be relied upon. The Landlord however has verbally provided this written summary of events as direct testimony.

The Landlord's written notice to end tenancy is improper. The copy submitted by the Tenant shows that the Landlord has not complied with the Act in the form and service of a proper notice. As such, I find that the Landlord's notice improper and unenforceable. The Landlord's notice is set aside and the Tenancy shall continue.

Issue(s) to be Decided

Is the Tenant entitled to an order for the Landlord to make repairs to the dryer and dishwasher?

Is the Tenant entitled to reduce rent for the loss of use of the two provided appliances?

Background and Evidence

This Tenancy began on December 1, 2011 on a month to month basis and the monthly rent is \$1,000.00 as shown in both copies of the signed tenancy agreement by both parties.

The Tenant is seeking repairs to a dryer and dishwasher that was provided by the Landlord as part of the tenancy. The Landlord disputes this stating that when the Tenancy began that both appliances were inspected and were functioning properly. The Tenant states that since the beginning of the Tenancy that both appliances have not worked properly. The Tenant states that shortly after the Tenancy began that she verbally informed the Landlord of the problem with these appliances in December of 2011. The Landlord disputes this stating that she was first informed verbally sometime in January of 2012. The Landlord states that she attended in February of 2012 to inspect the appliances and found nothing wrong with them. The Landlord's witness who attended with her stated that she "touched the heavy towels in the dryer and they were perfectly dry". The Tenant states that this was after running the dryer 3 times. The Landlord stated that other than this no inspections were performed on the two appliances. The Landlord states that the Tenant is improperly using the dryer and the dishwasher. The Tenant argues that she is properly using the appliances.

Analysis

I find on a balance of probabilities that the Tenant has established a claim for repairs to the two appliances (dryer and dishwasher). The Landlord has admitted in her direct testimony that since she received notification from the Tenant of the appliance issues that no proper inspection has taken place since before the Tenancy began. The only inspection performed was by herself and a witness, both with no technical knowledge of the appliances. Both parties did not test the appliances after notification of the issues. The Landlord has indicated that she would have to have a professional technician in to do a proper assessment. On this basis, I order that the Landlord retain a professional technician to assess the proper functionality of both the dryer and dishwasher and to perform any necessary repairs. The Landlord is ordered to have this assessment/repairs performed by April 30, 2012. If the Landlord fails to comply with this order, the Tenant is free to retain a professional technician to enact any reasonable repairs. If this occurs the Tenant may withhold from the next months rent due to the Landlord with copies of the professional receipts/invoice for the recovery of reasonable costs for work performed.

As for the Tenant's request to reduce rent for the loss of use of both the dryer and the dishwasher, I find that the Tenant has failed to establish a claim for the reduction of rent. There is no evidence submitted that the dryer and dishwasher were terms agreed to as part of this tenancy. The onus or responsibility lies with the applicant, in this case the Tenant. I find that the Tenant has failed to do so.

Conclusion

The Tenant is granted an order for the Landlord to assess/repair the dryer and dishwasher.

The Tenants claim to reduce rent for repairs agreed upon but not provided is dismissed.

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: March 26, 2012.

Residential Tenancy Branch