

## DECISION

Dispute Codes      MNDC, O, RP, RR, FF

### Introduction

This is an application filed by the Tenant for a monetary order for compensation for loss, an order for the Landlord to comply with the Act, regulations or tenancy agreement, to make repairs to the unit, to allow the Tenant to reduce rent for repairs, services or facilities agreed upon but not provided and the recovery of the filing fee.

Both parties have attended the hearing by conference call and gave testimony. As both parties have attended and have confirmed receipt of the notice of hearing and the submitted evidence, I am satisfied that both parties have been properly served.

At the beginning of the hearing it was clarified with both parties that the oven was repaired on July 31, 2012 and is currently functional. The Tenant's application to make repairs and to reduce rent for such is withdrawn. Both parties agreed that the remaining issue for dispute is the monetary compensation/loss claim.

### Issue(s) to be Decided

Is the Tenant entitled to a monetary order?

### Background, Evidence and Analysis

This Tenancy began on May 1, 2012 on a fixed term tenancy until April 30, 2013 as shown in the submitted copy of the signed tenancy agreement. The monthly rent is \$1,250.00 payable on the 1<sup>st</sup> of each month.

The Tenant seeks a monetary claim of \$1,771.85. This consists of \$1,211.83 in restaurant bills for eating out, \$10.02 for recovery of postage costs and \$550.00 for the loss of use of the oven. The Tenant clarified during the hearing that the compensation for loss was for \$50.00 per week for 13 weeks totalling, \$650.00 as listed in the details of dispute.

Both parties agreed that the Tenant suffered a loss of use of the oven from May 1, 2012 to July 31, 2012 (13 weeks). The Tenant stated that she normally uses the oven daily for baking and family meals. The Tenant further states that the amount of \$50.00 per week as an estimate provided to her by her in-law who is a property manager. She stated that this is an amount that he would find fair based upon his experiences. The Tenant state that she prepares homemade meals and that they try to eat healthily. The

Landlord disputes the Tenants claims stating that no reasonable family uses the oven that frequently. The Tenant has submitted in their evidence receipts for various restaurants and states that during this period they had her "in-laws" visiting and were unable to host a family meal. The Landlord states that all efforts were made to fix the oven and that the stovetop was operable. The Landlord disputes the Tenant's claims and state that "we should not have to pay for the Tenant's social activities." The Landlord states that some of the bills are excessive for a family of 3 and include alcohol purchases. I note some of the bills have meals for up to 6 persons.

I find that the Tenant's monetary claim for the restaurant meals have not been established. Although inconvenienced, the Tenant's still had limited use of the stove to make meals on the stovetop. The Tenant's monetary claim for \$1,211.83 is dismissed.

Section 72 of the Act addresses **Director's orders: fees and monetary order**. With the exception of the filing fee for an application for dispute resolution, the Act does not provide for the award of costs associated with litigation to either party to a dispute. Accordingly, the Tenant's claim for recovery of litigation costs (postage) is dismissed.

I find that the Tenant has failed to establish her monetary claim of \$650.00 for the loss of use of the oven. The Tenant's calculations of \$50.00 per week are excessive and has failed to satisfy me that this amount is justified. However, as both parties are in agreement that a loss occurred I am satisfied that a nominal award is required. I find that the Tenant is entitled to \$225.00 for the loss of use of the oven.

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

As the Tenancy is continuing, I order that the Tenant may with-hold, \$275.00 one-time from the next months rent upon receipt of this decision.

### Conclusion

The Tenants may with-hold \$275.00 one-time from the next months rent due to the Landlord.

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: August 17, 2012.

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Residential Tenancy Branch