



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ERP, RP, MNDC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenants for monetary compensation for loss under the Act, and to have the landlord make emergency repairs and repairs to the rental unit.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

Preliminary Issues

At the onset of the hearing the parties agreed the repairs have been made to the rental unit and an order to have the landlord make emergency repairs and repairs to the rental unit is no longer required. This hearing proceeded on the tenants' claim for monetary compensation for loss under the Act.

The parties confirmed receipt of all evidence and submissions. However, the landlord disputed the tenants' evidence as it was filed outside the time limits allowable under the Act. The tenants' evidence was excluded. During the course of the hearing the landlord determined the tenants' evidence should be admitted for this hearing. I allowed the late evidence of the tenant to be admitted into evidence.

Issue(s) to be Decided

Are the tenants entitled to monetary compensation for loss under the Act?

Background and Evidence

Rent in the amount of \$1,050.00 was payable on the first of each month. A security deposit of \$525.00 was paid by the tenants. The tenancy is still in effect.

The tenants' claims as follows:

a.	Loss of use of main bathroom shower	\$200.00
c.	Filing fee	\$50.00
	Total Claimed	\$1,150.00

Loss of use of main bathroom shower

The tenant testified that the hot water in the main bathroom had to be shut off on June 26, 2012, due to the shower pipe leaking a large amount of water. As a result they were unable to use the shower. The tenant stated the landlord was informed of the problem on June 26, 2012, however, it was not until August 8, 2012, when the landlord had the plumber fix the pipe.

The tenant testified that they had the use of a secondary bathroom, however, it was inconvenient for his family to share that facility when they were all trying to get ready in the morning.

The tenant testified they believe it was unreasonable to have to wait almost two month to have the landlord make the repair and are seeking compensation for the loss of the bathroom facility at the rate of \$100.00 per month.

The landlord's agent testified that the tenants had full use of a secondary bathroom and should not be compensated for any loss. The landlord's agent stated the amount claimed by the tenant is excessive and the value of the bathroom if compensation is required should be no more than \$50.00 per month.

Loss of laundry facilities

The tenant testified that at the end of January 2012 or the beginning of February 2012, they were no longer able to use the washing machine that was provided in the rental unit as the agitator would fly out of the machine. The tenant stated the landlord was notified of the problem at the beginning of February, 2012, however the landlord did not take reasonable steps to replace or repair the appliance and they were required to use the local laundromat every Sunday, until the machine was replaced on August 17, 2012.

The tenant testified it cost approximately \$100.00 per month for their family of three to do their laundry at the laundromat. The tenant stated they do not have receipts for the laundry as the machines do not have the ability to print receipts.

The landlord's agent testified that they were not aware that the washing machine was not useable until April 11, 2012 and a repair person was sent to the rental unit on April 16, 2012. The landlord stated the repair person and the tenant did not return there call

when following up on the service call. The landlord stated it was not until the middle of May 2012, that they were informed the machine was not repaired. On May 19, 2012, they sent another service repair person to the tenants unit and they were informed the machine would have to be replaced.

The landlord's agent testified that the owner of the rental unit was away travelling and they were required to wait for the owner's approval to replace the machine, which was replaced on August 17, 2012.

The tenant argued that the email of (RW) dated June 27, 2012, indicated the landlord knew of the problem of the washing machine in 2011.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

Loss of use of main bathroom shower

In this case, the tenants' main bathroom did not have hot water for approximately forty-two days and all family members were required to share the secondary bathroom to bath and shower, which was an inconvenience to the tenants. The landlord was made aware of the problem, but did not have the pipe fixed until August 8, 2012. The landlord believes the tenants should not be compensated as they had full use of a secondary bathroom. However, the tenants pay rent for their accommodation, which is to include two functional bathrooms. While the main bathroom still had limited functions, I find the landlord did not make reasonable effort to have the repair done in a reasonable time frame and the tenants were inconvenienced due to their neglect. Therefore, I find the tenants are entitled to be compensated.

The tenants are claiming a total of \$200.00 a \$100.00 per month, however, the actual time was 42 days. As a result the amount of compensation I will allow the tenants will be \$3.00 for each of those days. I grant the tenants compensation for loss of use of the shower facilities in the main bathroom in the amount of **\$126.00**.

Loss of laundry facilities

In this case, the evidence of the tenant was they were unable to use the laundry machine at the end of January or the beginning of February 2012, and where required to use a laundromat. The evidence of the landlord's agent was they were not made aware that the machine was not usable until April 11, 2012.

Filed in the documentary evidence is an email dated April 11, 2012, which refers to the washer as "its old, and now dangerous" [reproduced as written] the email further states "I think it's time to be replaced" [reproduced as written]. There is no reference in this

email that states the machine has not been used since the end of January or February 2012.

Filed in the documentary evidence is the email dated June 27, 2012 of (RB) which was referred to by the tenant it states" it appears to me that there has been discussion concerning a new washer and dryer going back to 2011. Has this issue been addressed?" [Reproduced as written]

While I accept that there may have been problems with the washing machine in 2011, there is no email which would support the tenants position that it has not been usable since January or February 2012. I find the email of April 11, 2012, is the first documentary evidence that would support the tenants' position that the machine was dangerous, which made it unusable.

The landlord's agent had an appliance repair person attend on April 16, 2012, however, the repair persons had no further communication with the landlord's agent. On May 29, 2012, the landlord had a second appliance repair person attend to the tenants unit and the machine was not usable or repairable at that time.

From that point, the owner of the property was travelling and the property managers were required to wait for approval to replace the machine, this was unreasonable. Property managers should at all times be able to reach the owner or alternatively have the authority to make a decision in the owners absents. I find the tenants are entitled to compensation for the loss of use of the washing machine from April 11, 2012 to August 17, 2012 when the machine was replaced.

I find the amount of \$100.00 per month claimed by the tenants to be reasonable. Therefore, the tenants are compensated as follows: \$50.00 for April, 2012, \$100.00 for each month of May, June, July 2012 and \$50.00 for August, 2012. I grant the tenants compensation in the amount of **\$400.00**.

I find that the tenants have established a total monetary claim of **\$576.00** comprised of the above described amount and the \$50.00 fee paid for this application.

The tenants are authorized to deduct that amount from a future month rent payable to the landlord.

Conclusion

The tenants are granted a monetary claim, and may deduct that amount from a future month rent payable 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: September 13, 2012.

Residential Tenancy Branch