



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Colliers International
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, MNDC, AAT, RR

Introduction

This is an application filed by the Tenant for an order cancelling the notice to end tenancy issued for cause, a monetary claim for money owed or compensation for loss, an order to allow the Tenant access to or from the rental unit for the Tenant's guests and an order to reduce rent for the loss of a dishwasher.

Both parties attended the hearing by conference call and gave testimony. The Tenant has confirmed receipt of the Landlord's documentary evidence. The Landlord states that no documentary evidence has been received from the Tenant. The Tenant states that two packages were served upon the Landlord containing the notice of hearing package and documentary evidence by Canada Post Registered Mail on the Landlord. The

An interim decision was granted for the Tenant cancelling the notice to end tenancy dated May 27, 2013. The Tenant's Application to cancel a notice to end tenancy was granted in an interim decision dated June 27, 2013. An adjournment was granted for lack of time and the hearing continued on August 8, 2013 for the remaining portions of the Tenant's claims.

Issue(s) to be Decided

Is the Tenant entitled to a monetary order?

Is the Tenant entitled to an order to allow access to or from the rental unit for the Tenant's guests?

Is the Tenant entitled to an order to allow a reduction in rent?

Background and Evidence

Both parties agreed that the Tenancy began on March 1, 2005 on a fixed term tenancy until February 28, 2006 and then thereafter on a month to month basis as shown by the submitted copy of the signed tenancy agreement with the previous Landlord. The current Landlord took over in 2007.

The Tenant seeks a monetary order for \$4,950.00. This consists of \$4,015.00 as compensation for not having a dishwasher for a 2 year period despite being entitled to one as listed on the signed tenancy agreement. The Tenant states that repeated complaints over the two years did not yield a satisfactory outcome until April of 2013 when a dishwasher was installed. The Landlord stated that their first verbal notice of the problem was received in late December 2012 and that a written notice of not having a dishwasher was received in January of 2013. Both parties confirmed that a dishwasher was installed in April of 2013. The Tenant also seeks \$935.00 for the loss of 3 days wages, a consultation fee for a lawyer and photocopying and postage.

The Tenant also seeks an order to allow access to the rental unit for the Tenant's guests. The Tenant stated that he had a guest live with him in 2012 who stayed for approximately 2 weeks. The Tenant stated that the Landlord's Agent warned his guest that he had to register as a guest and that if he did not he would be prevented from staying at the rental unit. The Landlord's agent stated that he is unaware of this incident, but states that the Tenant is allowed guests as long as they registered with the office. The Tenant clarified that his guest was not prevented from staying at the rental unit.

The Tenant seeks a reduction in future rent for not having a dishwasher. The Landlord disputes this stating that a dishwasher was installed in April 2013 and that the Tenant did not apply for dispute resolution until June 3, 2013.

Analysis

I find that the Tenant has established a claim for compensation for not having a dishwasher over a two year period. Both parties have confirmed that the signed tenancy agreement shows that a dishwasher was part of the tenancy agreement and that a dishwasher was not installed until April of 2013. The Tenant has established a claim for compensation of not having a dishwasher for a two year period. However, I

find that the Tenant's monetary claim of \$5.50 per day from a \$800.00 monthly rent to be excessive and not based upon any actual losses as the Tenant has not provide sufficient evidence of any actual costs incurred. On this basis, I grant the Tenant a nominal award of \$600.00 which is equal to \$25.00 per month for 24 months.

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, wages, postage and photocopying are dismissed.

I find based upon the Tenant's direct testimony that the Tenant has failed to provide sufficient evidence to satisfy me that the Landlord has prevented access to or from the rental unit for the Tenant or the Tenant's guest. This portion of the Tenant's Application is dismissed.

The Tenant has failed to provide sufficient evidence to justify any future reduction in rent for not having a dishwasher. As noted, the Tenant filed for dispute resolution in June 2013 and that a dishwasher was installed in April of 2013. This portion of the Tenant's claim is dismissed.

The Tenant is granted a monetary order for \$600.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Tenant is granted a monetary order for \$600.00.

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 9, 2013

Residential Tenancy Branch

