



# Residential Tenancy Branch

RTB-136

## DECISION

**Dispute Codes:** *MNDC, RR*

### **Introduction**

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* for a monetary order for compensation for loss under the *Act* and for a reduction in rent. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

The tenant stated that he had applied for a rent reduction in error and withdrew this portion of his application. Accordingly this hearing only dealt with the tenant's application for compensation for the loss of use of services.

### **Issues to be decided**

Is the tenant entitled to compensation?

### **Background and Evidence**

The tenancy started on October 01, 2011. The tenant stated that at the start of tenancy, in November 2011, the microwave oven did not work and he reported it to the landlord. The landlord stated that the microwave oven did work but just not to the satisfaction of the tenant. The landlord replaced the microwave oven three months later. The tenant is claiming \$100.00 as compensation for the loss of use in the interim period.

The tenant also stated that he reported that the garbarator had broken down in March 2012 and that it took the landlord two months to fix it. The tenant is claiming \$200.00 for the loss of its use.

More recently, in April 2013, the tenant reported that the washer was washing in hot water only. The landlord stated that he asked his repair man to follow up. At this point, the testimony of both parties differed. The tenant stated that no one contacted him. The landlord filed a statement from the repair man indicating that the tenant was difficult to contact and that he did not want to visit, in the absence of the tenant.

The defect was later found to be that of the manufacturer who conducted repairs of all the washers in the building in July 2013.

**Residential Tenancy Branch**

#RTB-136 (2011/07)



The tenant stated that he was inconvenienced by the malfunctioning washer and used a dry cleaner to clean his clothes and/or did laundry at the homes of family and friends. The tenant is claiming \$200.00 for the inconvenience. The tenant did not provide any receipts to support his claim. Both parties acknowledged that at the time of the hearing, all repairs had been completed.

### **Analysis**

Based on the sworn testimony of both parties I find that the tenant's loss of use of the microwave oven and the garbarator occurred approximately 18 months ago. Since then there have been no problems with these appliances. Therefore, I dismiss the tenant's claim for compensation.

Regarding his claim for the loss of use of the washer, I find that this claim is relatively recent and that he did experience some inconvenience due to a manufacturer's defect which was repaired three months after the tenant first reported the problem. However, the machine was still functional with the use of hot water only. The tenant did not provide any proof of having used the services of a dry cleaner or a Laundromat.

*Residential Tenancy Policy Guideline #16* states that an arbitrator may award "nominal damages" which are a minimal award. These damages may be awarded where there has been no significant loss, but they are an affirmation that there has been an infraction of a legal right. Accordingly I find it appropriate to award the tenant \$50.00 for the inconvenience he suffered due to the loss of full use of the washer for three months.

### **Conclusion**

The tenant may make a onetime deduction of \$50.00 from a future rent.

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: October 16, 2013

---

Residential Tenancy Branch

---