



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ERP, RR MNDC, FF

Introduction

This is an application by the tenant pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) That the landlord do repairs to the unit;
- b) For a retroactive rent reduction of \$500 (\$100 a month) for loss of use of a washer that was part of the tenancy;
- c) Recovery of the filing fee for this application.

SERVICE:

The tenant gave sworn evidence that the original Application was served personally to the landlord at his office. An amended Application was filed on December 9, 2013 to increase the amount of the claim but it was never served on the landlord. The landlord did not attend. As explained to the tenant in the hearing, I will not consider the amended Application as this would be contrary to the Principles of Natural Justice as the landlord has had no notice of the increased amount of the claim.

Issues(s) to be Decided

Is the tenant entitled to an order that the landlord do repairs and to a monetary order for a retroactive rent rebate for loss of a facility?

Background and Evidence

The tenancy began in January 2012 with rent of \$1790 and a security deposit of \$895.00. It is a two bedroom, one bath unit with ensuite laundry included. The tenants are a family of 3. On September 16, 2013, the washing machine broke and the tenant commenced emailing the landlord on September 18, 2013 requesting repair. After many requests and no response, the tenant served a request to repair by registered mail on the landlord. The tenant said the landlord promised to fix it but nothing has been done to date.

The tenant requests a rebate of rent of \$100 a month plus costs of laundry of \$60 per month which they spend in a Laundromat. He said they also spend about 2-3 hours of their time in the Laundromat and some of their clothes have been damaged because they cannot wash the clothes of their small child in a timely way.

In evidence are copies of emails, the letter requesting repair sent by registered mail and the tenancy agreement. The landlord provided no documentary evidence and did not attend the hearing to dispute.

Analysis:

The onus is on the tenant to prove on a balance of probabilities his claim that the use of a washing machine was included in the tenancy agreement, that it has been broken for many months, that they made written requests for repair and it has not been repaired. I find the tenant has satisfied the onus. I find the use of laundry facilities is included in the tenancy agreement. I find the washing machine broke on September 16, 2013 and the tenant has made numerous requests for repair; his evidence is well supported by the emails.

I find that, section 27 of the Act states that a landlord must not terminate or restrict a service or facility if it is essential to the tenant's use of the rental unit as living accommodation, or if providing the service or facility is a material term of the tenancy agreement. I find the tenant was deprived of the use of a washing machine since September 16, 2013 due to the landlord's failure to repair it despite repeated requests and this deprivation negatively impacted the value of the tenancy to this young family. I find the tenant's evidence credible that Laundromat costs amounted to \$15 a week (about \$60 a month) and they spent 2-3 hours there each time. Allowing \$10 hour (x 2) each week for their time, I find the tenant entitled to compensation of \$140 a month (\$60 costs plus \$80 for their time) plus an additional \$60 a month for the inconvenience. The situation has lasted 3 months so I find the tenant entitled to compensation of \$600 to December 18, 2013.

I find that the tenant is entitled to a retro-active rent abatement of \$600 and the \$50.00 cost of this application.

Conclusion

The tenant is successful in the application and is granted a retroactive rent abatement of \$600 as compensation and for loss of value of the tenancy.

I HEREBY ORDER that the tenant may reduce his rent for January 2014 by \$650 to recover the compensation as awarded above.

I HEREBY ORDER that the landlord repair the washing machine or replace it forthwith. Should the landlord not make the necessary repair by JANUARY 1, 2014, I HEREBY ORDER that the tenant may reduce his rent by \$200 a month starting on JANUARY 1, 2014 for each and every month that the washing machine is not repaired.

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: December 17, 2013

Residential Tenancy Branch

