



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Sutton Advantage Property Management  
and [tenant name suppressed to protect privacy]

## **DECISION**

### Dispute Codes:

MNDC and FF

### Introduction

This hearing was convened in response to an Application for Dispute Resolution, in which the Tenant applied for a monetary Order for money owed and compensation for damage or loss and to recover the fee for filing this Application for Dispute Resolution.

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, to present relevant oral evidence, to ask relevant questions, and to make relevant submissions.

The Landlord submitted documents to the Residential Tenancy Branch, copies of which were served to the Tenant. The Tenant acknowledged receipt of the Landlord's evidence and it was accepted as evidence for these proceedings. The Tenant submitted documents to the Residential Tenancy Branch, copies of which were served to the Landlord. The Landlord acknowledged receipt of the Tenant's evidence and it was accepted as evidence for these proceedings.

### Issue(s) to be Decided

Is the Tenant entitled to compensation for being without a washing machine?

### Background and Evidence

The Landlord and the Tenant agree that this tenancy began on March 21, 2013; that the Tenant agreed to pay monthly rent of \$1,200.00; and that a washer and dryer were provided with the tenancy.

The Tenant stated that the washing machine stopped working on July 04, 2013 and that he reported the problem to the Agent for the Landlord on July 04, 2013 or July 05, 2013. The Agent for the Landlord stated that the problem with the washing machine was reported to him on July 03, 2013.

The Landlord and the Tenant agreed that the Tenant informed the Agent for the Landlord that he knew someone who may be able to repair the washing machine; that the Agent for the Landlord agreed that this third party could inspect the washing machine and attempt to repair it; that the third party did inspect the washing machine and informed the Tenant that the machine was old and not worth repairing; and that this information was passed onto the Agent for the Landlord.

The Agent for the Landlord stated that there was a delay in replacing the washing machine but a used washing machine was provided to the Tenant sometime between July 22, 2013 and July 26, 2013. The Tenant stated that a used washing machine was provided on July 28, 2013 or July 29, 2013.

The Tenant estimated that he spent \$64.50 washing clothes at a commercial laundry in July of 2013 and he is seeking compensation for the 6 hours he spent in the commercial laundry, at an hourly rate of \$75.00.

At the hearing the Tenant withdrew his claim of \$100.00 for having the washing machine inspected, as the Landlord has since compensated him for the inspection.

### Analysis

On the basis of the undisputed evidence, I find that the Tenant was entitled to the use of a washing machine during this tenancy; that the washing machine stopped working on July 03, 2013 or July 04, 2013; and that the machine was not replaced until sometime between July 22, 2013 and July 29, 2013. Although the parties cannot agree on the precise date the washing machine was reported broken and neither party is certain of when it was replaced, I find it reasonable to conclude that the Tenant was without the use of a washing machine in the rental unit for approximately 3.5 weeks.

Section 27(2) of the *Act* requires a landlord to compensate a tenant if a service is terminated or restricted by an amount that is the equivalent to the reduction in the value of the tenancy resulting from the termination or restriction of the service. Neither party submitted evidence of the rent that would be charged for this rental unit, or one like it, if the rental unit did not have a washing machine. Determining the value of a service such as a washing machine is highly subjective but I find it reasonable to conclude that being without a washing machine reduced the value of this tenancy by \$125.00 per month.

The award of \$125.00 is based on the Tenant's estimated costs of the using the commercial laundry plus \$60.00 for the time spent in the laundry. I have not awarded compensation of \$75.00 per hour as I find the amount of that claim to be exorbitant. In the event the Tenant was unable to wash his laundry during his "off" hours, he had the option of delivering his laundry to a facility that would wash it on his behalf and to charge the Landlord accordingly, which would have been far less expensive than the \$75.00 he is claiming.

Conclusion

The Tenant has established a monetary claim of \$175.00, which is comprised of \$125.00 in compensation for being without a washing machine for approximately 3.5 weeks and \$50.00 as compensation for the filing this Application for Dispute Resolution. I authorize the Tenant to withhold \$175.00 from one rent payment in full compensation of this monetary claim.

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 04, 2013

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Residential Tenancy Branch

