



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, ERP, OPC, FF

Introduction

This hearing dealt with applications by both the tenants and the landlord. The tenants applied for an order that the landlord make emergency repairs for health or safety reasons, and for a monetary order for money owed or compensation for damage or loss under the Act, Regulation, or tenancy agreement. The landlord applied for an order of possession and to recover her RTB filing fee.

One tenant and the landlord attended the teleconference hearing and gave affirmed evidence.

Issue(s) to be Decided

Are the tenants entitled to an order that the landlord make emergency repairs?
Are the tenants entitled to a monetary order for money owed or compensation for damage or loss under the Act, Regulation, or tenancy agreement?
Is the landlord entitled to an order of possession?

Background and Evidence

The landlord gave evidence that she purchased a washing machine and dryer for the rental property for the tenants' use. She states that she had the washing machine and dryer installed on the back porch of the rental house. At the time, she did not know how this would work in the winter months.

The parties agree that the washing machine broke down at the end of November 2013. The landlord gave evidence that she did the tenants' laundry for them during the months of December 2013 and January 2014. The landlord's evidence is that she picked up laundry twice a week from the tenants, and the laundry contained clothes for the two adult tenants and their child. She states she did the laundry for each of them

separately. The landlord's evidence is that the laundry she picked up contained 3 or 4 pairs of the male tenant's work pants each week, and there was a t-shirt for the male tenant for each day. She states she is fairly certain she was doing all of the tenants' laundry.

The tenant states his work clothes must be washed separately from the rest of his family's laundry, since they are contaminated with a carcinogen. He states he did additional laundry six or seven times per week, by using the laundry at friends' places or by using a laundromat. He states he would finish work about 3 p.m. then wash his work clothes and then pick up their child, or vice versa. He claims \$6 per day (\$3 for laundry and \$3 for gas) from December 1, 2013 until the end of the tenancy. The tenant claims for 121 days (from December 1, 2013 until March 31, 2014) at \$6 per day for a total claim of \$726.00. The tenant gave evidence that he did not ask the landlord to wash his work clothes.

The landlord gave evidence that, based on her conversations with the female tenant, the male tenant did not work full time hours. She states that her observation was that the female tenant was in charge of the laundry for the family, and she does not believe the male tenant did any additional laundry.

The landlord gave evidence that on February 2, 2014, the tenant "threw me out of the house", and she did not do any laundry for the tenants after that. She states she was willing to do laundry for the tenants for the remainder of the tenancy.

The tenant gave evidence that on February 2, 2014 he "threw her off the property because she yelled at me" (referring to the landlord).

The landlord gave evidence that she served a Notice to End Tenancy for Unpaid Rent and a Notice to End Tenancy for Cause on February 3, 2014 by personal service. The tenants moved out of the rental property on March 31, 2014.

The tenant agrees that he no longer needs an order that the landlord make emergency repairs. The landlord agrees that she no longer needs an order of possession. The remaining issue is whether the tenants are entitled to a monetary order based on the breakdown of the washing machine.

Analysis

I accept the evidence of the parties that they both intended that laundry facilities on site were included in the rent. I find it was the landlord's obligation to ensure that laundry facilities were available to the tenants.

I accept the evidence of the parties that the washing machine did not work from the end of November 2013 until the end of the tenancy March 31, 2014, a period of about four months.

I find the landlord is liable for any losses sustained by the tenants as a result of the broken washing machine for the period December 2013 and January 2014. However, the burden of proof is on the tenants to show that they sustained losses and I find that the tenants have not proven that they sustained any losses as a result of not having access to a washing machine.

I accept the landlord's evidence that she personally picked up the tenants' laundry, washed and folded it, and returned it to tenants, to compensate for the fact that the washing machine did not work, for the period from the breakdown of the washing machine until about February 1, 2014.

I find the tenants have not proven on a balance of probabilities that the male tenant did additional loads of laundry during this period. I accept the landlord's evidence that the tenant laundry she picked up appeared to contain the male tenant's work clothes. I find it is implausible that the male tenant was doing additional laundry during those two months and this was never mentioned to the landlord. As well, the tenants provided no evidence such as witness statements or receipts to prove that the male tenant did additional laundry in December 2013 and January 2014. I also found the male tenant's evidence implausible because he gave no evidence that his laundry routine changed at the beginning of February 2014. If he had been washing his work clothes every day, there would have been a change in routine at the point the landlord stopped doing his family laundry.

For the period February and March 2014, the tenants also did not have access to a washing machine at the rental property. Apparently the laundry arrangement with the landlord came to an end because of a dispute between the parties on February 2, 2014. It is not clear which party is responsible for the laundry arrangement coming to an end. However, the burden of proof is on the tenants to show that the landlord was responsible for them having no access to laundry services during February and March 2014. I accept the landlord's evidence that she was willing to continue to do the

tenants' laundry during that time. For that reason, I find the tenants have not shown the landlord is liable for any losses they sustained due to not having a washing machine in February and March 2014.

For these reasons, the tenants' application is dismissed.

Since at least one of the landlord's notices to end tenancy was effective in ending the tenancy, the landlord did not need to file her Application for Dispute Resolution. For that reason, the landlord is not entitled to recover her RTB filing fee.

Conclusion

The tenants' application is dismissed. The landlord's application is dismissed.

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: May 05, 2014

Residential Tenancy Branch

