



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, CNL, FF, MNDC, MNR, MNSD, O, RR

### Introduction

The applicants had originally applied for numerous orders under the Residential Tenancy Act, however by the date of the hearing the tenant had already vacated the rental unit, and therefore only the monetary portion of the claim applies.

Further the claim for return of the security deposit has already been dealt with in a previous hearing and therefore no further order will be made with regards to the security deposit.

The applicant is requesting a monetary order of \$4532.68 and recovery of the filing fee.

A substantial amount of documentary evidence, digital evidence, and written arguments has been submitted by the parties prior to the hearing.

I have given the parties the opportunity to present all relevant evidence, and to give oral testimony, and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

### Issue(s) to be Decided

Has the applicant established a monetary claim against the respondent, and if so in what amount?

### Background and Evidence

The applicant testified that:

- The washing machine stopped working and when the tenant requested the landlord to repair it, the landlord's father told the tenant that she would have to replace the washing machine.
- As a result of the landlord's failure to repair the washing machine, the tenant had to pay to take the bus on a regular basis and pay to do laundry at the laundromat.
- The stove element in the oven also burned out when juice from a dish the tenant was cooking overflowed; however the landlord also refused to replace the stove element, telling the tenant that the tenant had to pay to have the stove replaced as well.
- I (tenant's agent) eventually went and replaced element myself and therefore I'm charging the landlord for the cost of the element and four hours of my time.
- They also believe that the rent should be reimbursed, in full, for the two and half months that the tenant did not have the full use of the washing machine and the oven and the stove.
- The landlord had also assigned the tenant a specific parking space, however that parking space was never available and was almost always being used by someone else. The landlord had stated that that parking space had a value of \$50.00, and therefore they believe that there should be \$50.00 deducted from the rent for the full term of the tenancy.

The applicants are therefore requesting a monetary order as follows:

Return of 2 1/2 months rent while the appliances were not working	\$1875.00
Repair of stove element	\$238.68
Additional cost to do laundry at the laundromat	\$319.00
Loss of parking	\$1300.00
Filing fee	\$50.00
Total	\$3782.68

The respondent testified that:

- The washing machine in the rental unit never stopped working and works to this day, although it has started to make noise while running.

- The reason that the washing machine appeared to not work was because it was overloaded, and therefore would not spin properly. When the machine is not overloaded, it spins the way it was designed to.
- He did tell the tenant that she would have to pay for repair of the stove element, because the element was damaged by the tenant's negligence in allowing liquid to overflow onto the burner. He therefore believes that the tenant is liable for the replacement cost of the stove element.
- He had attempted to call the tenant to inform her that he would replace the stove element; however the tenant's agent grabbed the phone and became very aggressive. He therefore felt that if he replaced the element the tenant would refuse to pay for it, even though the tenant caused the damage.
- He never expected the tenant to replace either the washing machine or the stove; however he did expect that the tenant should pay for repair of the element in the stove.
- There was never a specific parking space assigned to the tenant, nor was there a value of \$50.00 ever placed on a parking space. There are six parking spaces available at the rental property, and another parking space a short distance away and all spaces were available to the tenant to park. The landlord and his family only have a total of three vehicles and therefore there was always space available for the tenant to park.
- He therefore believes that the tenant's full claim should be dismissed.

### Analysis

It is my finding that it was the tenant's responsibility to replace the stove element that was damaged when some liquid in one of her dishes overflowed and burned out the element. Tenants are liable for the cost of damages that they have caused and therefore I will not allow the claim for repair of the burned-out element.

It is also my finding that the tenant has not met the burden of showing that the washing machine to the rental unit stopped working for a period of two and half months.

The tenant claims of the washing machine did not work, however the landlord claims that the washing machine still works, and has worked ever since the tenant moved out.

The burden of proving her claim lies with the person making the claim, and when it is just one person's word against that of the other that burden of proof has not been met.

I therefore also, will not allow the request for the reimbursement of two and half months' rent, or costs to use the laundromat.

I also deny the claim for parking. The tenant's agent claims that a specific parking space was assigned to the tenant, however there's nothing in the tenancy agreement that assigns a specific space. Further although the tenant's agent claims that the landlord had put a price of \$50.00 on a parking space, there's no evidence support this claim either.

In the absence of any supporting evidence to show that a specific parking space was assigned to the tenant is my finding the tenant has not had a loss of use of a parking space.

### Conclusion

This application is dismissed in full without leave to reapply.

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 07, 2014

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Residential Tenancy Branch

