



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      RP, RR, FF

### Introduction

The tenants apply for a repair order and rent adjustment claiming the washer, dryer and dishwasher in the premises have failed and that the landlord has not repaired them.

### Issue(s) to be Decided

Does the relevant evidence presented at hearing show on a balance of probabilities that the tenants are entitled to any of the relief requested?

### Background and Evidence

The rental unit is a two bedroom house. The tenancy started in June 2014 for a one year fixed term. The monthly rent is \$1100.00. The landlord holds a \$500.00 security deposit.

The tenants say they have had difficulty with the washing machine since move-in and that the landlord has attended at various times to repair or replace it. Presently they do not have a working machine. They say the dryer works poorly, taking a long time to dry clothes.

The tenants say that in late July, just before making this application, the dishwasher started leaking, that the landlord was informed and it has not been repaired.

The landlord's representative, his daughter testifies that though the landlord has attended to replacing or repairing the washing machine. She says there has been no complaint about the dryer. She argues that neither the washer nor the dryer are facilities included in the rent and so the landlord is not responsible for them.

In regard to the dishwasher, she says that the landlord sent a repairman over to fix it in late July and that no further complaint has been made.

### Analysis

The tenancy agreement shows that a dishwasher is specifically designated as being included in the rent. On the competing evidence I am unable to determine whether or not that appliance was repaired in July. The burden of proof is on the applicant tenants and they have failed to satisfy it. Their application regarding the dishwasher is dismissed. If the dishwasher has again malfunctioned or has failed to work after the tenants' application dated of August 1, 2014, they may re-apply.

The tenancy agreement clause indicating what is included in rent does not have the box marked "Laundry (free)" checked off. The "Dishwasher" box is checked as included in rent. Had a washing machine and dryer been included in rent, the "Laundry (free)" box should have been checked to so indicate.

Though a washing machine and dryer were present in the rental unit at the start of the tenancy and though the landlord has expended effort to maintain at least the washer, the evidence is not sufficient for me to conclude that the "Laundry (free)" box was left blank by mutual mistake and that I should therefore correct the tenancy agreement.

I find that the washing machine and dryer were not facilities included in rent. The landlord is not obliged to repair either.

### Conclusion

The tenants' 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: October 09, 2014

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Residential Tenancy Branch

