



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MNDC, RR

Introduction

This is an application brought by the tenant(s) requesting a monetary order in the amount of \$450.00

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All parties were affirmed.

Issue(s) to be Decided

The issues are whether or not the applicants should be granted a rent reduction for the alleged loss of use of the dishwasher and oven in the rental unit.

Background and Evidence

This tenancy began on May 15, 2014 with a monthly rent of \$1100.00 due on the first of each month.

The applicants testified that:

- The dishwasher in the rental unit was not working when they moved in and the landlord told them that it would be replaced.
- The landlord stated that the previous tenant had damaged the dishwasher.
- To date the landlord has failed to replace the dishwasher and therefore they are requesting a rent reduction of \$25.00 per month for a total of \$300.00.

- The oven in the rental unit stopped working in January of 2015 and there is a foul odor as well as a bubbling, hissing noise that happens every time the oven is turned on. They believe this is due to a dead rodent in the walls of the oven.
- They have asked the landlord on numerous occasions to replace the stove and the landlord has failed to do so.
- They had even told the landlord to let them know when he was bringing the oven and they would use the dolly that was left there by the landlord, and bring the old oven out.
- They are therefore requesting a rent reduction of \$25.00 per month for five months for the loss of use of the oven, for a total of \$125.00.
- They are also requesting the cost of the photo evidence they have provided.

The respondent testified that:

- The dishwasher was in perfect working order when the previous tenant moved out and the previous tenant was given her full security deposit back something that certainly would not have been done had she broken the dishwasher. He has provided a copy of a letter from the previous tenant to verify this.
- The dishwasher was broken during the applicant's tenancy, and around March 2015 they informed me they did not need a dishwasher and I was told to put another cupboard in the area instead.
- The oven was in perfect working order when the tenancy began as well as can be verified by the letter from the previous tenant.
- Somewhere around March or April the tenants did tell me that there was a smell coming from the oven. I turned on the oven to see if I could smell anything and could not, although the oven was extremely dirty.
- I did however agree to replace the stove and left the dolly for the tenants because the tenant said they would remove the stove and let him know when that had been done so that he could bring a new one in. He never heard anything further from the tenants about the oven.
- He believes the only reason both of these claims for compensation of been brought forward is because the tenants have now been evicted and are trying to make some extra money before moving.

In response to the landlord's testimony the tenants testified that:

- The landlord did leave a dolly at the rental unit for them to take the stove out; however the agreement was that the landlord would inform them when he was bringing the stove and at that time they would remove the stove to allow the new stove to be brought in.
- The landlord knew from the beginning of the tenancy that the dishwasher did not work.

Analysis

It is my finding that the evidence does not support the applicant's claim that the dishwasher did not work right from the beginning of the tenancy, nor is there sufficient evidence to show that the landlord was ever informed that the dishwasher was not working until much later in the tenancy.

I accept that the landlord did become aware of a problem with the dishwasher in approximately March/April of this year, however I also accept that the tenants had agreed to have the dishwasher replaced with a cabinet.

I am therefore unwilling to issue any order for loss of use of the dishwasher in the rental unit.

I also deny the tenants claim for loss of use of the oven in the rental unit. The parties agree that at one point the landlord agreed to replace the stove however it's my finding that there may well of been a misunderstanding between the parties as to how and when the stove would be replaced. The tenants understanding was that the landlord would inform them when he was bringing the new stove and they would then use the dolly provided by the landlord to remove the old one; however the landlords understanding was that the tenants were going to use the dolly provided to remove the stove and inform him when they had done so, and then he would bring the new stove in.

I am not going to issue an any order for compensation for loss of the oven when the delay may have just been the result of a misunderstanding.

I also deny the request for recovery of the cost of photo evidence as this is the cost of the dispute resolution process and I do not have the authority to award costs.

Conclusion

This application has been 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: June 10, 2015

Residential Tenancy Branch

