



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, RP, RR

### Introduction

This hearing dealt with an application by the tenants for a monetary order. Both parties participated in the conference call hearing with both tenants being represented by the tenant RL. In this decision where I refer to the tenants in the singular form, it is RL to whom I refer.

The landlord submitted evidence to the Residential Tenancy Branch on November 2, one week before the hearing, and claimed that she mailed it to the tenants on the same date. The tenant denied having received the evidence. The Residential Tenancy Rules of Procedure require that parties provide all evidence to both the Branch and the other party at least 2 weeks prior to the hearing. As the landlord did not comply with the Rules of Procedure and as the tenants claim they did not receive the evidence, I did not consider that evidence in my deliberations.

### Issue to be Decided

Are the tenants entitled to a monetary order as claimed?

### Background and Evidence

The parties agreed that the tenancy began in March 2015. The tenant claimed that when they moved into the rental unit, they noticed that the carpet had not been cleaned and asked the landlord to arrange for carpet cleaning. The tenant claimed that the landlord gave him \$25.00 and told him that was all she was willing to pay for carpet cleaning. The landlord testified that in her opinion, the carpet was reasonably clean at the beginning of the tenancy and that she only gave the tenant money toward carpet cleaning because she didn't want to get into a disagreement with him. The tenants seek \$100.00 to pay for carpet cleaning.

The parties agreed that on August 3, the tenants contacted the landlord to advise that the stove and oven were not working. They further agreed that on or about August 5,

the landlord contacted an appliance repairperson and gave him the tenants' telephone number to arrange a time to attend at the unit. The tenant testified that the repairperson contacted him and when the tenant told the repairperson that he would not be at home to admit him to the unit on August 6, the repairperson said he would not be available for another 2 weeks. A second repairperson attended the unit on August 10 and repaired the stove and oven.

The landlord testified that the first repairperson told her that he contacted the tenant and arranged a time on August 6 to attend the unit, but the tenant was not at home to admit the repairperson at the scheduled time for the appointment. The landlord claimed that the tenant contacted her on August 7 and told her that he "couldn't make the appointment" with the first repairperson and told her it was her responsibility to take care of it.

The tenant denied that he had made an appointment with the first repairperson and also denied having contacted the landlord at all on August 7, claiming that he did not speak to the landlord again until August 10, after the second repairperson had performed the repairs.

The tenants seek an award of \$450.00 which represents \$15.00 per day per resident for 10 days. He claimed that he and his two roommates each had to eat every meal outside the unit for the entire period that the stove and oven were not functioning and estimated that each meal cost \$5.00.

### Analysis

The landlord has an obligation to provide the rental unit to the tenants in reasonably clean condition at the outset of the tenancy. Although the tenants claim that the carpet was not adequately clean at the beginning of their tenancy, the landlord claimed that it was reasonably clean. The tenants have the burden of proving their claim and they provided no evidence to corroborate their testimony that the carpet was soiled when they moved into the unit. As I am not persuaded that the carpet was unclean at the beginning of the tenancy, I dismiss the claim for the cost of carpet cleaning.

The landlord has an obligation under the *Residential Tenancy Act* to maintain the rental unit and the appliances therein and a contractual obligation to provide to the tenants what the tenants are paying for. It is a fact of life that occasionally appliances will break down and where the tenants are deprived of the use of appliances for just a short period of time, often no compensation is warranted as the deprivation has minimal impact. However, where the loss extends over a period of time, the impact increases and compensation may be appropriate.

In this case, the landlord chose to arrange for the repairperson to contact the tenants directly to arrange a time to attend at the unit to perform the repair and while she claims that the repairperson arranged a time to meet with the tenant but the tenant was unavailable when the time came, the tenant claimed that he told the repairperson that he could not be at the unit at the time proposed by the repairperson. The landlord was not privy to that conversation and I therefore must accept that the tenant's version of events is more accurate. Had the landlord arranged a time to meet the repairperson at the unit and granted them admission after having given proper notice of entry to the tenants, the stove and oven could have been repaired within 3 days of the time it was reported to the landlord, which I would have found to be reasonable. However, because the landlord required the tenants to grant the repairperson admittance to the rental unit, the repair was delayed a further 4 days, which I find to be a fairly lengthy delay.

The tenants did not provide receipts showing that they incurred losses to eat at restaurants during the period of time in which the stove and oven were inoperable and I therefore cannot award them those costs. However, I find that the tenants paid for a functioning stove and oven and were deprived of the use of that appliance for 7 days and I therefore find that they should receive a rebate of rent. I find that an award of \$75.00 will adequately compensate them and I award them that sum. The tenants may deduct this amount from a future rental payment.

### Conclusion

The tenants are awarded \$75.00.

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: November 09, 2015

---

Residential Tenancy Branch

