



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNDC, O, OLC, PSF, RR

Introduction

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. An order for a monetary order
- b. An order that the landlord provide services or facilities required by the tenancy agreement or law.
- c. An order that the landlord comply with the Act, regulation and/or the tenancy agreement
- d. An order for the reduction of rent for repairs, services, or facilities agreed upon but not provided
- e. An order to recover the cost of the filing fee?

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Application for Dispute Resolution/Notice of Hearing was served on the landlord by mailing, by registered mail to where the landlord resides on October 23, 2015. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided:

The issues to be decided are as follows:

- a. Whether the tenant is entitled to a monetary order or if so how much?
- b. Whether the tenant is entitled to a repair order?
- c. Whether the tenant is entitled to an order that the landlord provide services or facilities required by the tenancy agreement or law.

- d. Whether the tenant is entitled to an order that the landlord comply with the Act, regulation and/or the tenancy agreement
- e. Whether the tenant is entitled to an order for the reduction of rent for repairs, services, or facilities agreed upon but not provided
- f. Whether the tenant is entitled to an order to recover the cost of the filing fee?

Background and Evidence

The tenancy began on January 21, 2015. The tenancy agreement provided that the tenant(s) would pay rent of \$900 per month payable in advance on the 21st day of each month. The tenant(s) paid a security deposit of \$450 at the start of the tenancy.

The Monetary Order Worksheet makes the following claims:

- Reimbursement of the sums of \$131.25 for paint and supplies \$114.94
- Reimbursement of \$36.83 for blinds.
- Estimate of Taxi cost to take laundry clothes from the tenant's residence to the laundromat return (\$10 x 24 = \$240).
- Estimate of Laundry costs (\$31 x 12 = \$372)
- Laundromat costs of \$40, \$28, \$37, \$32, \$31 = \$168.
- Taxi costs in the sum of \$10, \$9.50, \$8.60, \$10.40, \$13.10, and \$10.00 = \$61.60.
- Registered mail charge in the sum of \$11.34.

Analysis

The tenant as the applicant and has the burden of proof to establish her claim on a balance of probabilities. With regard to each of the tenant's claims I find as follows:

- a. The tenant claims reimbursement of the sum of \$131.25 and \$114.94 for the cost of paint supplies. She testified the landlord promised to reimburse her the cost of paint supplies if she did the work. She painted her rental unit in late January 2015. The landlord denies she agreed to pay for the cost of supplies. The landlord testified she made it clear to the tenant that she could paint but that she would not be reimbursing the tenant the cost of paint as the rental unit was in a good condition. After hearing the disputed evidence I determined the tenant failed to prove the landlord agreed to reimburse the tenant the cost of paint supplies for the following reason and that this claim is dismissed :
 - The Application for Dispute Resolution filed by the tenant states "...Before signing I told the landlord that the suite needed to be painted and cleaned. She agreed. I purchased the paint and supplies.....Due to being on disability and a single mother I would never expect to spend money on

repairs without being reimbursed. The landlord was aware of this. I am not asking compensation for out time and work as I had help. Just the amount for materials and paint....” This does not allege an agreement. It alleges an expectation on the tenant’s part. That is not binding on the landlord.

- The landlord strongly denies agreeing to pay for paint and supplies. She testified she is a widow and is in poor financial position. Both she and her daughter are working two jobs to survive.
- The tenant failed to produce written evidence to support this alleged agreement.
- The tenant failed to present evidence that she has not made a demand for repayment in a timely manner.

In summary I determined the tenant failed to prove the landlord agreed to reimburse the paint and supply cost and this claim is dismissed.

- b. I dismissed the tenant’s claim for the cost of a new blind as the tenant failed to prove the landlord agreed to pay this cost.
- c. The tenancy agreement was that the tenant had the use of the washing machine and dryer in the rental unit. During the third week In September the landlord advised the tenant washing machine has broken down. The landlord has failed to fix it. As a result the tenant incurred taxi expenses and laundromat expenses to do her laundry. I do not accept the testimony of the landlord that the tenant caused the break down of the washing machine. There is insufficient proof to prove this allegation. Further, I determined the tenant is entitled to use a taxi service for transportation each way. The tenant suffers from a disability. It is unreasonable to expect her to take the laundry on a bus. Finally, I determined the amounts claimed are reasonable for the tenant and her young daughter.. The landlord failed to prove the tenant was seeking compensation from the landlord when she was washing her boyfriend’s laundry at the laundromat. As a result I determined the tenant is entitled to recover the following for the period October 16, 2015 (the date of the earliest laundromat receipt) and December 1, 2015. These claims are supported by receipts:
- Laundromat costs of \$40, \$28, \$37, \$32, \$31 = \$168).
 - Taxi costs in the sum of \$10, \$9.50, \$8.60, \$10.40, \$13.10, and \$10.00 = \$61.60.

I dismissed the claim for any additional trips to the laundry during this period as the tenant failed to prove those claims.

In addition the tenant made estimate of the following:

- Taxi cost to take laundry clothes from the tenant's residence to the laundromat return (\$10 x 24 trips = \$240).
- Laundry costs (\$31 x 12 visits = \$372)

The tenant failed to specify what period of time these estimates covered. I determined the number of claims in this estimate is not supported by the evidence. However I am prepared to determined the tenant is entitled to recover the cost of 4 laundry visits (\$31 x 4 = \$124) and 4 return taxi trips to the laundry totalling (8 trips total) \$80 for the period from the date the laundry broke down to October 16, 2015 (the date of the first laundry receipt). I am prepared to accept these claims as a reasonable estimate as at that time the tenant had not filed an Application and it is unreasonable to expect that she would be keeping the receipts. In addition the tenant is entitled to recover 3 return taxi trips (\$60) and 3 laundry visits (\$31 x 3 = \$93) for the period from December 2, 2015 to the date of the hearing. It is reasonable to accept these estimates without receipts as the tenant is not permitted to submit additional documents within 2 weeks of the hearing. In summary the tenant has established a claim against the landlord in the sum of \$586.60 for the denial of the laundry service.

- d. I determined the tenant is entitled to recover \$100 for the landlord's failure to ensure there was sufficient hot water. I do not accept the testimony of the landlord there is sufficient hot water.
- e. I dismissed the tenant's claim of the registered mail charge as that is a cost of pursuing litigation. The only jurisdiction an arbitrator has relating to costs is the cost of the filing fee.

Application for a Repair Order

I order that the landlord replace the broken washing machine and reinstate the laundry service with 10 days of receiving this order.

Reduction of Rent

I dismissed the tenant's application for the reduction of future rent if the landlord fails to comply with the repair order. However, if the landlord fails to replace the washing machine and reinstate the laundry and/or fails to ensure sufficient hot water the tenant has liberty to making another Application for Dispute Resolution seeking compensation.

Conclusion

I ordered that the landlord replace the washing machine and reinstate the laundry service within 10 days of receiving this order. I ordered the landlord(s) to pay to the tenant the sum of \$686.60 plus the sum of \$50 in respect of the filing fee for a total of \$736.60 such sum may be deducted from future rent.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order of that Court.

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: December 22, 2015

Residential Tenancy Branch

