



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Realty Executives Eco-World
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes PR, MNDC, FF

Introduction

This was a hearing with respect to the tenants' application for a repair order and a monetary award. The hearing was conducted by conference call. The tenants and the landlord's representative called in and participated in the hearing.

Issue(s) to be Decided

Are the tenants entitled to an order directing the landlord to make repairs?
Are the tenants entitled to compensation for the loss of use of the stove and oven?

Background and Evidence

The rental unit is a residence in Surrey. The tenancy began in September, 2014. The named landlord is a property management company acting on behalf of the owner of the rental property.

The tenants testified that at the beginning of December, 2015 the oven in the rental unit malfunctioned; it began sparking and no longer worked. The tenants advised the landlord of the problem by e-mail. Landlord replied, saying that they would contact the property owner to see what he proposed to do. The tenants testified that they were promised an oven before Christmas so they would be able to do Christmas baking and prepare and serve Christmas dinner to family. The rental unit is occupied by three adults and three children. The lack of an oven has prevented the tenants from cooking and baking foods ordinarily prepared in an oven.

Instead of replacing or repairing the oven, the landlord delivered a countertop oven on February 15, 2016. The tenants submitted a picture of the countertop oven. The tenants have not unboxed the oven and have not used it because they consider it to be useless as a replacement for the original oven. The tenants testified that the countertop

unit cannot perform the functions of a regular oven; it is far too small to cook a turkey for example.

The landlord's representative testified that the oven in the rental unit is built into the cabinetry. The landlord has requested that the owner repair or replace it, but apparently it cannot be repaired and the owner has refused to replace it because he considers that the replacement of the oven is too expensive.

The tenants wrote to the landlord on February 17, 2016 to request again that a new oven, the same size or larger than the original be delivered and installed by February 27th. The landlord did not comply with the request and on March 1, 2016 the tenants filed this claim seeking a repair order and a monetary award.

Analysis

I was not provided with a copy of the tenancy agreement, but both parties confirmed that the property manager is named as the sole landlord although the company acts for and represents the owner of the rental property. The landlord's representative testified that the landlord has tried unsuccessfully to convince the owner to repair or replace the oven.

I accept the tenants' testimony that they have been without a functional oven since early December. I accept as well that the portable oven delivered by the owner is not a suitable replacement for the inoperable full size oven.

I find that the tenants are entitled to a working full size oven of the same or similar capacity to the existing oven that was in place when the tenancy began. I order that the landlord purchase a suitable oven and have it installed in the rental unit within 10 days from the date of this decision. If the replacement oven is not installed by May 30, 2016 the tenants have leave to apply for a rent reduction to continue until such time as the oven is replaced..

The tenants have applied for compensation for the loss of use of a working oven since December, 2015. The tenants claimed payment of the sum of \$300.00 for loss of use of the oven over a four month period, including Christmas. I consider the amount claimed to be reasonable in all the circumstances and I allow the tenants' application for a monetary award in the amount of \$300.00. The tenants are entitled to recover the \$100.00 filing fee for this application for a total award of \$400.00 and I grant the tenants an order under section 67 in the said amount. This order may be registered in the Small Claims Court and enforced as an order of that court. Instead of enforcing the monetary

award, the tenants may deduct the sum of \$400.00 from a future instalment of rent payable to the landlord.

Conclusion

The landlord has been ordered to replace the oven. The tenants have been awarded the sum of \$400.00. The said sum may be deducted from rent.

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: May 17, 2016

Residential Tenancy Branch