



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: MNDC, ERP, PSF, RP

### Introduction

This hearing dealt with an application by the tenant for a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement, an order to make repairs and an order to provide services. Only the tenant attended the conference call hearing.

### Issue(s) to be Decided

Is the tenant entitled to the monetary amounts and relief claimed?

### Background and Evidence

The tenant testified that he hand-delivered the application for dispute resolution to both landlords. I find that the tenant properly served the application on the landlords.

The tenant D.F. testified that the tenancy began on March 15, 2016 with a monthly rent of \$ 650.00. This application dealt with a series of claims by the he incurred expenses because of problems with the unit and in particular because the landlords failed to make repairs to his refrigerator and failed to provide a working washer and dryer.

### Refrigerator:

The tenant testified that around the end of June 2016 the landlords incorrectly installed a washer and dryer and thereby caused the refrigerator to cease to function for over a week. The landlords were notified of the problem but didn't not repair it for over a week. The tenant testified that he was forced to discard about \$ 367.41 worth of food because of the malfunctioning fridge. The landlords reimbursed the tenant \$ 50.00 and therefore He is claiming \$ 317.41.

### Laundry:

The tenant testified that laundry facilities were promised as part of the tenancy, yet the landlords failed to provide working washer and dryer until June 2016. The tenant is claiming the sum of \$ 212.59 as expenses he incurred to use alternative laundry facilities during that time period.

The total claim of the tenant is: \$ 530.00.

Analysis

Section 32 of the Act states:

**Landlord and tenant obligations to repair and maintain**

- 32 (1) A landlord must provide and maintain residential property in a state of decoration and repair that
- (a) complies with the health, safety and housing standards required by law, and
  - (b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.
- (5) A landlord's obligations under subsection (1) (a) apply whether or not a tenant knew of a breach by the landlord of that subsection at the time of entering into the tenancy agreement.

I find that the landlord is required to provide a tenant with a suitable refrigerator and failed to provide working laundry facilities as promised as part of the tenancy.

I find in absence of any evidence from the landlords and credible evidence from the tenant, that I accept the tenant's evidence of his loss. I allow his claim of \$ 530.00.

Conclusion

I find that the tenant is entitled to the sum of \$ 530.00. The tenant is permitted to deduct this amount from his future rent payment. I have dismissed all other claims.  
The tenant must serve the landlord with this decision.

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: August 09, 2016

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Residential Tenancy Branch