



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding STRATATECH  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OLC, FF, MNDC

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

- a monetary order for money owed or compensation for damage or loss under the *Act*, *Regulation* or tenancy agreement, pursuant to section 67; and
- authorization to recover the filing fee for its application from the tenant, pursuant to section 72; and
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The landlord acknowledged receipt of evidence submitted by the tenant. The landlord did not submit any documentation for this hearing. Both parties gave affirmed testimony.

### Preliminary issue

The owner and landlord of the property advised that the property management company name should be removed and that he should be listed. Both parties agreed to the amendment. Pursuant to Section 64(3)(C) that amendment is made.

### Issue to be Decided

Is the tenant entitled to a monetary order as claimed?

Is the tenant entitled to an order to have the landlord comply with the Act, regulation or tenancy agreement?

Is the tenant entitled to the recovery of the filing fee?

### Background, Evidence

The tenant's testimony is as follows. The tenancy began on August 1, 2016 and is ongoing. The tenants are obligated to pay \$975.00 per month in rent by the first of each month. The tenant testified that an in suite washer and dryer is included in his rent. The tenant testified that the washer did not work for two and half months. The tenant testified that the landlord has replaced the washer in mid-October. The tenant testified that they felt that they should be compensated for the loss of use of the washer \$100.00 per month X 2.5 months = \$250.00. The tenant also seeks the recovery of his filing fee for a total award of \$350.00.

The landlord gave the following testimony. The landlord did not dispute the testimony of the tenant and does agree that the tenant was without the use of the washing machine for two and half months. The landlord testified that despite their best efforts to repair the machine, it required them to replace it which took time. The landlord feels that \$100.00 plus the \$100.00 filing fee for a total award to the tenant of \$200.00 is fair.

### Analysis

While I have turned my mind to all the documentary evidence and the testimony of the parties, not all details of the respective submissions and arguments are reproduced here. The principal aspects of the tenant's claim and my findings around each are set out below. Both parties essentially agree to the chronology and facts of the case, the only dispute are the amount of compensation.

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage.

Based on the documentation before me and the testimony of the parties, I find that the tenant is entitled to compensation but not in the amount as claimed. I find that the appropriate amount is \$50.00 x 2.5 months = \$125.00. In addition, the tenant is entitled to the recovery of the \$100.00 filing fee for a total award of \$225.00.

Conclusion

The tenant has established a claim for \$225.00. The tenant is entitled to a one time rent reduction in that amount for the rent payable for December 2016 in full satisfaction of the claim.

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 17, 2016

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Residential Tenancy Branch