



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MNDC, MNR, OLC, PSF, RR, FF*

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* for a monetary order for the cost of doing laundry, for compensation for the lack of adequate heating, for the cost of a locksmith and for the recovery of the filing fee. The tenant also applied for a rent reduction and for an order directing the landlord to provide facilities and comply with the *Act*.

This application was initially heard on March 09, 2017 and adjourned to be heard on this date. The tenant stated that she had faxed in some evidence to the Residential Tenancy Branch Office but it was not before me. The landlord had also responded to the tenant's claim by sending in some evidence of her own which was before me. The tenant stated that she had not been served with the landlord's evidence and therefore the landlord's evidence was not used in the making of this decision.

The landlord did not attend the hearing. I accept the evidence of the tenant that the landlord was served with a notice of this hearing by registered mail. In addition by filing evidence in response to the tenant's application further confirms that the landlord was notified of this hearing, but did not attend. The tenant attended the hearing and was given full opportunity to present evidence and make submissions.

Issues to be decided

Is the tenant entitled to a monetary order? Is the landlord negligent with regard to maintenance and repairs of the rental unit?

Background and Evidence

The tenancy started in April 2016, for a fixed term of two years. The monthly rent is \$950.00 payable on the first of the month. The rent includes utilities and laundry.

The tenant stated that in October 2016, the laundry machine was mouldy and the clothes did not come out clean. She stated that the previous tenant had not cleaned the machine. The tenant informed the landlord and the landlord replaced the machine in January 2017. The tenant stated that in the interim, she did laundry at a laundromat and is claiming \$400.00 for the cost of doing so.

The tenant also complained that the rental unit did not have adequate heating. The tenant informed the landlord and the landlord provided a portable oil heater. The tenant stated that this was not safe for her young child and requested the landlord to provide a different one. The landlord refused to do so. The tenant testified that since heat is included in the rent, she is claiming \$300.00 as compensation for inadequate heating provided by the landlord.

The tenant testified that at the start of the tenancy she was given keys to the rental unit but did not receive keys for the bedroom doors. The tenant stated that the locks on the doors are the ones that are inside the door knob. In early February 2017, the tenant's child locked himself in the bedroom and the tenant had to call a locksmith to open the door. The tenant is claiming \$125.00 for the cost of doing so.

The tenant is also claiming for the recovery of the filing fee of \$100.00

The tenant is claiming the following:

1.	Cost of doing laundry	\$400.00
2.	Lack of heating	\$300.00
3.	Locksmith	\$125.00
4.	Filing fee	\$100.00
	Total	\$925.00

Analysis

Based on the undisputed testimony of the tenant, I find as follows:

1. Cost of doing laundry - \$400.00

The tenant testified that the previous tenant had not cleaned the laundry machine and therefore it was mouldy and made the clothes smell. However, the tenant stated that this problem started in October 2016 which is six months into the tenancy. The landlord replaced the machine in January 2017.

I find on a balance of probabilities that it is more likely than not that the problem was not created by the previous tenant because the tenant detected this issue six months into her tenancy. Since the laundry machine is located inside the rental unit, the tenant is the sole user of the machine and it is more likely than not that the problem was created by her. The tenant agreed that the machine was operational. The landlord was notified in October 2016 and replaced the machine in January 2017.

Residential Tenancy Policy Guideline #16 states that an arbitrator may award “nominal damages” which are a minimal award. These damages may be awarded where there has been no significant loss, but they are an affirmation that there has been an infraction of a legal right.

Based on the above, I find that the machine was operational but “mouldy” and the landlord replaced the machine three months after the tenant reported the problem. Therefore I find it appropriate to award the tenant a minimal award in the amount of \$100.00.

2. Lack of heating - \$300.00

Based on the tenant’s testimony, I find that the landlord provided the tenant with an oil heater upon her complaint of inadequate heating. The tenant stated that the heater was not safe for her child and requested a child safe heater. The landlord refused to provide a different heater.

I find that the landlord acted upon the tenant’s request and accordingly I find that the tenant is not entitled to compensation. However I order the landlord to have the heating system tested and to ensure adequate heating is provided.

3. Locksmith - \$125.00

Based on the description of the bedroom door lock as provided by the tenant, I find that these locks are located inside the door knob and can be locked and opened from the inside of the room. Typically these locks do not have keys. Since the tenant’s young child locked himself in the bedroom, the landlord is not responsible for the cost of a locksmith.

4. Filing fee - \$100.00

Upon review of the tenant’s electronic file I find that the tenant did not pay a filing fee. Therefore the tenant’s application for the recovery of the filing fee is dismissed.

Overall the tenant has established a claim for \$100.00 for the cost of laundry. The tenant may make a one-time deduction of this amount from a future rent.

Conclusion

I order the landlord to have the heating system tested to ensure it is working adequately.

The tenant may make a one-time deduction of \$100.00 from a future rent.

The remainder of the tenant's application is dismissed.

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: April 13, 2017

Residential Tenancy Branch