



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, RR, FF

Introduction

This hearing was convened by way of conference call concerning an application made by the tenant seeking a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement; for a order reducing rent for repairs, services or facilities agreed upon but not provided; and to recover the filing fee from the landlord for the cost of the application.

The tenant and the landlord attended the hearing, as well as the owner of the rental property. Each party gave affirmed testimony and were given the opportunity to question each other and give submissions.

No issues with respect to service or delivery of documents or evidence were raised.

Issue(s) to be Decided

- Has the tenant established a monetary claim as against the landlord for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and more specifically for the loss of washer and dryer facilities?
- Has the tenant established that rent should be reduced for repairs, services or facilities agreed upon but not provided?

Background and Evidence

The tenant testified that this month-to-month tenancy began 5 or 6 years ago on June 1. Rent in the amount of \$1,130.00 per month was payable under the tenancy agreement on the 1st day of each month. The tenant moved out of the rental unit in mid-May, 2017.

A copy of the tenancy agreement has not been provided, however the tenant testified that it provides that washer and dryer are included in the rent. The dryer was defective, in that it would rip clothing, blow very hot air causing a fire hazard, and then blow cold air, using more hydro which was not included in the rent.

During the tenancy, the fridge stopped working, and the tenant told the property manager who agreed that the tenant would reduce rent for the cost of a new one, but when the tenant replaced the washer and dryer, the owner said it was too much money. The tenant purchased a new washer and dryer within 3 or 5 weeks of moving into the rental unit for \$2,500.00 and still has the appliances in his new residence. The tenant claims \$12,873.00 and has provided a document appearing to be from EASYHOME that states that rental of a Maytag front load washer and dryer is \$214.55 per month for 36 months. The landlord didn't reduce rent to compensate for the appliances, but increased the rent, and the tenant claims the monthly reduction in rent by the amount of the EASYHOME rental. The property manager told the tenant they would square it up but didn't put it in writing, telling the tenant he should trust the landlord.

The owner testified that this tenancy began on June 1, 2012 and laundry appliances were included. They were the appliances in the rental unit when the owner purchased the home in 2005.

Sometime during the tenancy the tenant had asked if he could use his own washer and dryer. The property manager asked the owner who agreed, but there was nothing wrong with the appliances in the rental unit, nor did the tenant ever say anything was wrong with them. There was no reason to disallow the tenant to have his own appliances so long as the tenant put the landlord's in storage. The tenant put them outside with a tarp over them and they are still there. The tenant never asked to have them repaired, and there was no agreement to compensate the tenant for using his own. Had the owner known they weren't working, the owner would have repaired or replaced them himself. The owner would never have agreed to reduce rent by \$214.55 per month but would have replaced the appliances himself.

The parties had been to Arbitration previously, wherein the landlord was successful in obtaining a judgment for \$7,940.00 for unpaid rent. The first the landlord heard of problems with the washer and dryer was after the tenant was served with a confirmation to end the tenancy for unpaid rent.

The named landlord testified that she was a property manager for the owner, but no longer works in that capacity.

The tenant was given permission to get a new fridge during the tenancy and the tenant reduced rent accordingly.

A couple of months into the tenancy the tenant also mentioned that he had a washer and dryer that were better than the ones in the rental unit and wanted to use them. The property manager talked to the owner, and then told the tenant to put the washer and dryer that were in the rental unit on the deck and cover them with a tarp.

Analysis

Where a party makes a monetary order for damage or loss, the onus is on the claiming party to satisfy the 4-part test:

1. that the damage or loss exists;
2. that the damage or loss exists as a result of the other party's failure to comply with the *Residential Tenancy Act* or the tenancy agreement;
3. the amount of such damage or loss; and
4. what efforts the claiming party made to mitigate the damage or loss suffered.

In this case, the parties agree that the washer and dryer were included in the rent. The tenant has provided a document purporting to be the cost of renting the washer and dryer, but actually purchased them and still has them. The tenant's claim is the amount it would cost if one were to rent them.

The owner and the property manager both testified that the tenant had asked if he could move his own appliances into the rental unit, and was permitted to do so. There is no corroborating evidence before me that the ones in the rental unit were not operable. The tenant testified that the dryer didn't work properly, but the owner and the property manager both testified that the tenant never advised that the existing appliances needed replacement or repair. Where it boils down to one person's word over another, the claim has not been proven.

I am not satisfied that the tenant has established that the tenancy was devalued by the landlord's failure to comply with the *Act* or the tenancy agreement, and I dismiss the tenant's claim.

Conclusion

For the reasons set out above, the tenant's application is hereby dismissed in its entirety.

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: October 11, 2017

Residential Tenancy Branch