



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FFT MNDCT RP

Introduction

This hearing was convened by way of conference call concerning an application made by the tenant seeking an order that the landlords make repairs to the unit, site or property; for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement; and to recover the filing fee from the landlords for the cost of the application.

The tenant and both landlords attended the hearing, and the tenant and one of the landlords gave affirmed testimony. The parties were given the opportunity to question each other and give submissions.

During the course of the hearing, the parties agreed that evidentiary material of the landlords was provided to the tenant, however none of the landlords' material had reached me prior to the hearing. The landlord indicated that uploading them to the Residential Tenancy Branch system is dated November 10, 2017. The tenant did not oppose inclusion of the evidence. I have now received it, and all evidence of the parties has been reviewed and is considered in this Decision.

Also, during the course of the hearing, the parties agreed that the tenant has vacated the rental unit, and the tenant withdraws the application for an order that the landlords make repairs to the unit, site or property.

Issue(s) to be Decided

The issue remaining to be decided is:

- has the tenant established a monetary claim as against the landlords for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and more specifically for loss of laundry facilities?

Background and Evidence

The tenant testified that this fixed term tenancy began on December 1, 2016 and expired on November 30, 2017, at which time the tenancy ended. Rent in the amount of \$1,200.00 per month was payable on the 1st day of each month and there are no rental arrears. At the outset of the tenancy the landlords collected a security deposit from the tenant in the amount of \$600.00 all of which has been returned to the tenant. The rental unit is an apartment, and the

landlords do not reside on the rental property. A copy of the tenancy agreement has been provided as evidence for this hearing.

The tenant further testified that the washing machine in the rental unit broke a few times. It also leaked, and ruined some of the tenant's clothing. On September 4, 2017 the tenant noticed it was broken and had a lot of laundry to do. The tenant was in constant communication with the landlord about repairs, but he wanted to use a specific person who wasn't available for a long time, to even look at it. When he did look at it, there were parts that needed to be shipped from out of the province.

The tenant did laundry at her parents' home, about a half hour away and did 11 loads. Sometimes only 1 load at a time believing the washer would be repaired soon.

The tenant called other repair places who said they could fix it the same day, or within a couple of days.

The tenant did some calculations for each load of laundry, and was without the washing machine for 28 days. It was repaired on October 2, 2017. The cost is about \$22.00 per load for a return trip, including gasoline and electricity, although the tenant didn't pay her parents for the electricity.

The landlord testified that appliances break down. The landlord believes the washer was repaired in a reasonable amount of time. It's only 3 years old, and it broke a number of times. The first time, it had a leak and an appliance technician completed a full inspection at that time. However it broke a second time causing a puncture and another leak. The plastic agitator broke, and the technician had never seen that; screws were sheered off.

The landlords had already invested hundreds of dollars, and the technician used gave a discount on the second repair. The landlord felt compelled to call him again and was confident in his abilities. However the delay was due to a part from Ontario.

The landlord also did some laundry for the tenant and offered to allow the tenant to do laundry at the landlords' home. The tenant chose to go to her parents', and the landlords didn't know there would be a cost associated with that.

The landlords paid the tenant \$60.00 for damage to the tenant's clothing after the second repair was done.

Analysis

Where a party makes a monetary claim against another party 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 any damage or loss suffered.

The parties agree that the tenant was without a washer for 28 consecutive days, which is contrary to the tenancy agreement. I accept that the tenant had to go to another location, whether it would have been at her parents' home or the landlords' home or to a laundromat, at some cost to the tenant. I also accept that the tenant was in constant contact with the landlords about it, and assumed it would be fixed soon, considering it was not the first time it malfunctioned.

In the circumstances, I find that the tenant has established elements 1, 2 and 4 in the test for damages, and that the tenancy was devalued for a period of 28 consecutive days.

With respect to quantum, the tenant claims \$300.00 and testified that her calculations showed about \$22.00 per load for the return trip, gasoline and electricity, but didn't pay her parents for electricity. I am not satisfied that the tenant has established element 3, however considering the finding of devaluation, I order a nominal amount of \$20.00 per week, or \$80.00. The tenant was paid \$60.00 for damaged clothing, and I have no evidence of any further costs associated with damaged clothing.

Since the tenant has been partially successful with the application the tenant is also entitled to recovery of the \$100.00 filing fee.

Conclusion

For the reasons set out above, I hereby grant a monetary order in favour of the tenant as against the landlords pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$180.00.

This order is final and binding and may be enforced.

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: December 18, 2017

Residential Tenancy Branch