



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute codes**      RR FF

### **Introduction**

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

- an order to allow the tenant(s) to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65;
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

The hearing was conducted by conference call. All named parties attended the hearing and were given a full opportunity to provide affirmed testimony, to present evidence and to make submissions. The landlord's written evidence submission was not served on the tenants and has therefore not been relied upon in the making of this decision.

### **Issue(s)**

Are the tenants entitled to compensation in the form of a past/future rent reduction for repairs, services or facilities agreed upon but not provided and should the landlord be ordered to make such repairs and/or provide the agreed upon services or facilities?

Are the tenants entitled to recover the filing fee for this application?

### **Background and Evidence**

The tenancy for this two bedroom plus den apartment began on December 1, 2017. The monthly rent is \$2950.00 payable on the 1<sup>st</sup> of each month.

There was a flood in the rental unit on June 14, 2018 caused by a leaking dishwasher. The building manager initially responded to the emergency and cleaned up the flood. The dishwasher has not yet been repaired. An approximate 20 square foot flooring

area, described as a corridor connecting the living room, kitchen and bedrooms was effected by the flood and the flooring had to be removed. The flooring was replaced on August 26, 2018.

The tenants are claiming a rent reduction equivalent to 50% of the monthly rent for loss of use of the dishwasher and flooring area from the date of the flood on June 14, 2018. The tenants testified that the dishwasher failed and leaked while on a delayed wash setting. The tenants submit the exposed flooring has resulted in increased cleaning costs due to the dust from the floors being tracked into the rest of the areas. The tenants submit that the lack of a functioning dishwasher has caused severe inconvenience and increased costs for eating out. The tenants testified that the dishwasher has failed previously on three separate occasions and the repair technician has advised that the particular model is problematic and has been recalled. The landlord has refused to replace the dishwasher and the landlord's repair attempts have been ineffective.

The landlord testified that he has made every attempt to contact the tenants to complete the repair work but the tenants did not respond to him or the contractors. The landlord also submits that the tenants were negligent as they left the dishwasher running unattended. The landlord submits it has incurred significant costs in dealing with the flood repairs.

### **Analysis**

Subsection 32(1) of the Act requires a landlord to maintain residential property in a state of decoration and repair that complies with the health, safety and housing standards required by law, and having regard to the age, character and location of the rental unit, makes it suitable for occupation by the tenant.

Pursuant to section 65(1)(f) of the Act, if the director finds that a landlord has not complied with the Act, the regulations or the tenancy agreement, the director may issue an order to reduce past or future rent by an amount equivalent to a reduction in the value of a tenancy agreement.

There was no dispute that there was an issue with the dishwasher which caused some flood damage in the rental unit. As per subsection 32(1) of the Act, it is the landlord's responsibility to maintain and repair the rental property. It is not up to the tenants to make arrangements with the landlord and/or contractors or to make themselves available for the repairs to be completed. The landlord could have provided notice of

entry to the tenants as per section 29 of the Act and had the repairs completed. It is also not reasonable to expect the tenants to attend to a dishwasher while it is running as suggested by the landlord. I find the dishwasher is a service or facility provided for in the tenancy agreement. I find the landlord has not complied with the tenancy agreement by failing to provide a functioning dishwasher and has failed to comply with the Act by failing to conduct the repairs to the floor in a reasonable timeline.

As a result, I find the tenants did suffer a reduction in the value of the tenancy for the duration of the period for which they went without a dishwasher and continue to suffer this loss as the dishwasher has yet to be repaired. I also find the tenants suffered a loss for the extended period of time the landlord took to complete the flooring repairs.

As the tenant's continued to occupy and otherwise make use of the rental unit during this period, it is difficult to quantify the reduction in the value. I reject the tenants claim that they have suffered a loss equivalent on 50% of the monthly rent. A dishwasher and a small section of unfinished flooring does not equate to a 50% reduction in the value of the tenancy. I find the lack of flooring repairs was more of an inconvenience than any quantifiable loss. As the tenants were inconvenienced by the lack of repairs for a period of approximately 2 ½ months, I find the tenants are entitled to the nominal amount of **\$250.00** in reduction of past rent for this period. Similarly, the tenants have not provided any receipts as evidence of increased costs for eating out as a result of the dishwasher not working. I find the lack of a functioning dishwasher was also more of an inconvenience than any quantifiable loss. As of the date of the hearing, the tenants have been inconvenienced by the lack of a functioning dishwasher for a period of approximately 3 months. I find the tenants are entitled to the nominal amount of **\$300.00** in reduction of past rent for this period.

As the dishwasher has not yet been repaired, the landlord is hereby ordered to make the dishwasher repairs or replace the dishwasher in a timely manner following the receipt of this decision. **The tenants are further permitted to reduce future rent in the amount of \$100.00 per month beginning on October 1, 2018 until such time as the repairs are satisfactorily completed.** Once the dishwasher repairs are completed it is up to the landlord to provide written notice to the tenants that the repairs have been completed. Once written notice of completed dishwasher repairs is provided to the tenants, the \$100.00 future rent reduction is no longer applicable effective the next monthly rent due date following the receipt of the notice.

As the tenants were for the most part successful in this application, I find that the tenants are entitled to recover the \$100.00 filing fee paid for this application from the landlord.

### **Conclusion**

The tenants are entitled to a one time past rent reduction from a future rent payment in the amount of **\$650.00 (\$250.00 + \$300.00 + \$100.00 filing fee)**.

In addition, effective **October 1, 2018**, the tenants are permitted to reduce future monthly rent in the amount of **\$100.00** until such time as the landlord serves written notice to the tenants of the satisfactorily completion of the dishwasher repairs.

If there is any dispute as to whether or not any the above referenced dishwasher repairs entitling the future rent reductions have been satisfactorily completed, it is up to the tenants to make an application to dispute the reinstatement of rent. The tenants are not permitted to make any future rent reductions after being served with written notice by the landlord that the dishwasher repairs have been completed.

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: September 17, 2018

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Residential Tenancy Branch