



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDCT

### Introduction

The tenants apply for a monetary award claiming: the landlord failed to provide a dishwasher during the tenancy, restricted laundry services, ran her clothes washer late at night causing a disturbance, restricted the tenants' children from playing outside, failed to provide rent receipts and failed to repair damage and leaks. At hearing the tenant VN withdrew the claim regarding rent receipts.

The listed parties attended the hearing and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing. VG attended only in the last minutes of the hearing, during the rebuttal opportunity provided to the tenant VN and after the landlord's evidence had been presented. He was not permitted to testify, though he was permitted to affirm that a two and one half page document the landlord had submitted under his name was, in fact, his statement and the contents of it were true.

It was agreed that the tenants were VN and DN. The other three named applicants are VN and DN's young children.

### Issue(s) to be Decided

Does the evidence show that the landlord has failed to carry out the obligations imposed by the *Residential Tenancy Act* [RTA] or the tenancy agreement as they relate to

the tenants' claims? If so, have the tenants shown any loss or damage as a result? If so, what is a proper measure of damages?

### Background and Evidence

The rental unit is a two bedroom basement suite in the landlord's house. There is a second, one bedroom suite in the basement, rented to VG and his wife.

This tenancy started in May 2019. The tenants vacated by August 31, 2020. The monthly rent was \$1500.00, due on the first of each month. The security deposit taken at the start of the tenancy has been returned to the tenants.

The home containing the suite was a new home in 2019. The occupancy permit issued by the local government was granted in April 2019.

The tenant VN notes that though the written tenancy agreement indicates a dishwasher is included in the rent, there never was one. He asked about it in a note sent to the landlord in July and says the landlord told him a regular one could not be installed for safety reasons. The landlord offered a portable one or one stationed outside. VN says he chose the portable one but never received it.

The landlord says that though a dishwasher was contemplated for the brand new suite, in the end the builders indicated they could not put one in due either to a lack of space or wiring difficulties. JG, the landlord's brother and advocate says the tenants declined the dishwasher. The neighbour VG in his statement indicates he was present when the tenant VN told the landlord he did not want a dishwasher and preferred to hand wash dishes.

The tenant VN testifies that in March 2020 the landlord permitted the neighbouring tenants to share with him a laundry facility adjoining the tenants' suite and his . Until then the laundry facility had been exclusively for his rental unit.

The landlord says she had nothing to do with it and VN had arranged for the neighbour to use it in return for some favours. The neighbouring tenant VG confirms this in his statement, noting that landlord was unaware he was using the facility.

The tenant VN says the landlord would consistently operate her laundry equipment late at night. It was located directly over his bed and, he says, would keep him from

sleeping. He provided a text from 2019 complaining to the landlord about it and the landlord responding she had been unaware and would launder earlier in the evening.

The landlord replies that she is a nurse, working very long hours during the current Covid-19 epidemic and so gets home late. She must launder her scrubs at night but tried to accommodate the VN. The neighbour VG says when he moved in he could hear the landlord laundering but it was not loud enough to disturb him. He says the noise completely stopped after VN complained to the landlord.

The tenant VN says the landlord would ask him not to let his children play outside because hers were sleeping and to restrict their outdoor play to after 11:30. JG for the landlord says she has no idea what he is talking about and denies any such direction.

The tenant produces photos of an area of wall and baseboard in what appears to be the back of a closet. The area, running down an interior corner looks damaged by moisture. There is some crusty buildup from what appears to be moisture having run down onto the baseboard. He says he had to clean this area every week and that it smelled. He also shows three areas in the suite where the Gyproc wall has been cut away, possibly to expose wiring or plumbing. One area, about 30 cm long and 10 wide appears to be above the shelf in a closet. Another, about the same size, is at a point where the wall joins the ceiling and is perhaps in a hallway or open room. The third is a small hole in a wall exposing what is perhaps an electrical relay.

JG for the landlord says there were no issues or complaints about any of the items in the photos over the fifteen months of this tenancy and until this application. He says all the trouble started when VN and the neighbour VG, who had become good friends, had a falling out. VG appears to confirm that claim, saying that VN was spending too much time at his place and staying late into the evening. When VG talked to him about it the friendship fell apart and VN began complaining.

The tenant VN says he would contact the landlord about things but she would call him back and yell.

### Analysis

I have considered the testimony and other evidence presented during this hearing. All participants gave their testimony in a forthright and convincing manner. I can find no reasonable basis on which to prefer one's credibility over the other.

### Dishwasher

The tenancy agreement includes a dishwasher. The landlord never did supply one. The tenant was not shy about complaining to the landlord. I find it unreasonable that he would not have complained vociferously had he not declined the offer of a dishwasher. I consider the neighbour VG's version of events most likely. I dismiss this item of the claim.

In any event, the tenant has related no particular damage or loss as the result of not having the dishwasher and in the circumstances of the is case, it cannot be presumed.

### Laundry

The neighbour VG's tenancy agreement does not include access to the laundry. The landlord says she didn't give him access and VG says the landlord didn't give him access. I find that the applicant tenant VN gave the neighbour VG access to the laundry in the basement and is not in a position to complain to the landlord about VG's use of that facility. I dismiss this item of the claim.

### Quiet Enjoyment

The evidence satisfies me that the inadvertent disturbance caused by the landlord doing her laundry late in the evening was short lived after the tenant complained, as noted by the neighbour VG. I dismiss this item of the claim.

### Outside Play

The evidence to support the proposition that the landlord somehow restricted the tenants' children from playing outside is scant. In the face of the landlord's denial, I find that the tenant has not proved this claim on a balance of probabilities and I dismiss it.

### Repairs

The areas shown in the tenant's photos might well warrant an order that the landlord attend to repairs had this tenancy continued. Though the tenant has testified about complaining to the landlord about a leaky pipe and the landlord attending to fix it, the tenant has not provided convincing evidence that he brought these photographed items to the attention of the landlord during the tenancy and requested repair during this tenancy. I dismiss this item of the claim.

Conclusion

The tenants' 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: December 17, 2020

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Residential Tenancy Branch