



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      RR, OLC, FFT

### Introduction

On November 11, 2020, the Tenants submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) requesting a reduction of rent, to order the Landlords to comply with the Act, and to recover the cost of the filing fee. The matter was set for a participatory hearing via conference call.

The Landlords and one of the Tenants attended the hearing and provided affirmed testimony. They were provided the opportunity to present their relevant oral, written and documentary evidence and to make submissions at the hearing. The parties testified that they exchanged the documentary evidence that I have before me.

### Issues to be Decided

Should the Landlords be ordered to comply with the Act, in accordance with section 62 of the Act?

Should the Landlords be ordered to reduce the rent, in accordance with section 65 of the Act?

Should the Tenants be compensated for the cost of the filing fee, in accordance with section 72 of the Act?

### Background and Evidence

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Both parties agreed to the following terms of the tenancy:

The one-year, fixed-term tenancy began on September 15, 2020. The rent is \$1,880.00 and due on the fifteenth of each month. The Landlords collected and still hold a security deposit in the amount of \$940.00. The rent includes free laundry.

The Tenant testified that the Landlords have failed to provide a properly working washer and dryer; therefore, a \$100.00 monthly reduction of rent should be applied, as the service, in accordance with the Tenancy Agreement, is no longer being provided.

The Tenant submitted that the washer and dryer were not working properly and although the Landlord attended on numerous occasions to examine and test the appliances, the washer still wouldn't rinse or drain properly, and the clothes would end up wrapped around the agitator. The dryer would take twice as long as it should and was very noisy.

The Tenant testified that there had been some heated exchanges between the parties and based on the need to wash clothes, especially during COVID-19, that the Tenants were forced to buy a new washer and dryer for the rental unit on October 23, 2020.

The Landlord testified that he responded to the Tenants' concerns about the washing machine on several occasions and found that the washing machine was in working order.

The Landlord stated that, as a result of the ongoing disagreement, he suggested to the Tenants that he could bring in a certified appliance repair agent, and if there were any problems with the machine that the Landlord would fix or replace the washing machine. The Landlord stated that if there weren't any problems with the washing machine, that the Tenants would have to pay the one-hour service charge.

The Landlord does not agree that a reduction in rent should occur as he would have replaced the washer and dryer or paid for any repairs that were required.

### Analysis

Section 62(3) of the Act states that the arbitrator "may make any order necessary to give effect to the rights, obligations and prohibitions under this Act, including an order that a landlord or tenant comply with this Act, the regulations or a tenancy agreement and an order that this Act applies." In this case, the Tenants are requesting a reduction in rent as they claim that the Landlords have not followed through with a term in the Tenancy Agreement to supply "free laundry".

Pursuant to rule 6.6. of the Rules of Procedure, it is the Tenants, as Applicants, who have the onus to prove their claim. The standard of proof is on a balance of

probabilities meaning it is more likely than not that the facts occurred as claimed.

The Tenant stated that the washer and dryer were not in good working order and needed to be replaced. The Landlord stated that the washer and dryer were in good working order.

I note that neither party provided any evidence from a certified appliance repair company.

I accept that the Landlord suggested to the Tenants to have a certified appliance repair company attend to assess the appliances; however, the Tenants chose not to do so and instead, bought new appliances.

Based on the lack of a qualified or certified appliance repair witness or statement, I find it difficult to determine whether the appliances in question required repair or replacement. As such, I find that the Tenants have failed to provide sufficient evidence to demonstrate that the appliances were in such poor condition that the material term of the Tenancy Agreement could not be met.

I acknowledge the Tenants' concerns about having working laundry facilities in a timely manner; however, also note that the Tenants did not follow through with the suggestion of having an appliance repair company attend to the washer and dryer. When there is a disagreement between a landlord and tenant, the tenant always has the option of applying for dispute resolution and either requesting an order for the landlord to complete the repairs or, if the tenant pays for repairs, to claim compensation from the landlord.

In this matter, I find that the Tenants chose to purchase new appliances instead of consulting with an appliance repair company to establish the status of the Landlords' washer and dryer. As such, I find that the Tenants have failed to provide sufficient evidence that the washer and dryer were inadequate and that their rent should be reduced as a result of supplying their own appliances.

I dismiss the Tenants' claim for a rent reduction and to order the Landlords to comply with the Act.

I find that the Tenants were unsuccessful with their claim and do not award compensation for the filing fee.

### Conclusion

I dismiss the Tenants' Application for Dispute Resolution without leave to reapply.

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: February 04, 2021

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Residential Tenancy Branch