



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNR, MNDCT, OLC

### Introduction

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

- cancellation of the 10 Day Notice to End Tenancy for Unpaid Rent, pursuant to section 46;
- a Monetary Order for damage or compensation under the *Act*, pursuant to section 67; and
- an Order directing the landlord to comply with the *Act*, regulation or tenancy agreement, pursuant to section 62.

The tenant filed an amendment on March 23, 2021 increasing the monetary award sought.

Both parties agree that the tenants moved out on April 1, 2021. I find that the tenants' claims for:

- cancellation of the 10 Day Notice to End Tenancy for Unpaid Rent, pursuant to section 46; and
- an Order directing the landlord to comply with the *Act*, regulation or tenancy agreement, pursuant to section 62;

are no longer applicable as this tenancy has ended. The above claims are therefore dismissed with leave to reapply.

The tenants testified that they served the landlord with this application for dispute resolution by leaving a copy on the counter of the subject rental property when they moved out on April 1, 2021. The landlord testified that he received it on April 1, 2021. I find that while the method of service utilized by the tenants is not an approved method in section 89 of the *Act*, the landlord was sufficiently served for the purposes of this *Act*,

with the tenants' application for dispute resolution pursuant to section 71 of the *Act* because the landlord confirmed receipt of the tenant's application on April 1, 2021.

The tenants testified that they did not serve the landlord with their amendment. I find that the landlord was not served with the tenant's amendment in accordance with section 71 or 88 of the *Act*. The tenants' amendment is therefore dismissed with leave to reapply.

Both parties were advised that Rule 6.11 of the Residential Tenancy Branch Rules of Procedure prohibits the recording of dispute resolution hearings. Both parties testified that they are not recording this dispute resolution hearing.

The parties provided or confirmed their email addresses during the hearing, and they also confirmed their understanding that the Decision would be emailed to both parties and any Orders sent to the appropriate party.

#### Issue to be Decided

1. Are the tenants entitled to a Monetary Order for damage or compensation under the *Act*, pursuant to section 67 of the *Act*?

#### Background and Evidence

While I have turned my mind to the documentary evidence and the testimony of both parties, not all details of their respective submissions and arguments are reproduced here. The relevant and important aspects of the tenants' and landlord's claims and my findings are set out below.

Both parties agreed to the following facts. This tenancy began in March 2020 and ended on April 1, 2021. Monthly rent was originally \$1,700.00 per month but the landlord agreed to reduce rent to \$1,665.00 for use of the tenants' internet. Monthly hydro and oil costs were shared 50/50. The parties disagreed on the amount paid towards the security deposit. A written tenancy agreement was not entered into evidence.

The tenants testified that the landlord told them that all of the appliances were in working order when they moved in, but the dishwasher didn't work and the landlord did

not replace it until sometime in the summer. The tenants testified that they are seeking \$200.00 for the loss of use of a dishwasher which is based on the cost of soap and their time. No calculations were provided.

The landlord testified to the following timeline of events:

- April 6, 2021- the tenants first notified the landlord that the dishwasher was not working.
- April 7, 2021- the landlord attended at the property to inspect the dishwasher. Confirmed that new dishwasher required
- April 14, 2021- the landlord ordered a new dishwasher, shipment delayed due to COVID
- May 5, 2021- dishwasher arrives
- May 27, 2021- landlord met dishwasher installer, realized the wrong dishwasher was shipped and had to be returned
- May 28, 2021- correct dishwasher re-ordered
- June 18, 2021- new dishwasher arrives
- June 22, 2021- new dishwasher installed

The above timeline was not disputed by the tenants.

### Analysis

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.

Based on the testimony of both parties, I find that a dishwasher was included in the tenancy agreement and that the dishwasher at the subject rental property was not working when the tenants moved in. I find that while the landlord acted in a reasonable manner in obtaining a new dishwasher during the early months of the global pandemic, the tenants still suffered a reduction in the value of their tenancy and are entitled to a rent reduction for that loss.

The tenants are seeking \$200.00 for the loss in the value of the tenancy. I find that the tenants have not proved, on a balance of probabilities, that their loss was equivalent to \$200.00 as no calculations for that loss were provided. I find that the tenants are entitled to a rent reduction in the amount of \$50.00 per month from the date they first notified

the landlord of the issue to when the dishwasher was installed. I rely on the landlord's testimony in obtaining these dates as the tenants did not provide any specific dates. I award the tenants a monetary award pursuant to the following calculations:

$\$50.00$  (rent reduction) / 30 (Days in April) =  $\$1.67$  (daily rate)  
25 (days in April landlord aware dishwasher not working) \*  $\$1.67$  (daily rate) =  
 **$\$41.75$**

May:  **$\$50.00$**

$\$50.00$  (rent reduction) / 30 (Days in June) =  $\$1.67$  (daily rate)  
22 (days in June landlord aware dishwasher not working) \*  $\$1.67$  (daily rate) =  
 **$\$36.74$**

**Total:  $\$128.49$**

### Conclusion

I issue a Monetary Order to the tenants in the amount of  **$\$128.49$** .

The tenants are provided with this Order in the above terms and the landlord must be served with this Order as soon as possible. Should the landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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: April 30, 2021

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Residential Tenancy Branch