



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, RR, MNDCT

Introduction

The tenant applied to dispute a 10 Day Notice to End Tenancy for Unpaid Rent (the “Notice”) pursuant to section 46 of the *Residential Tenancy Act* (“Act”). In addition, they sought an order for repairs (section 65 of the Act) and a monetary order (section 67 of the Act).

It should be noted that the tenant no longer resides in the rental unit. As such, the issue of the Notice and the order for repairs are moot.

Attending the hearing were the tenant and one of the landlords. Only the tenant submitted documentary evidence in advance of the hearing, and they testified that they served the evidence on the landlords by email on May 2, 2021. The landlord could not recall whether he received the evidence (which consisted of copies of text message conversations) but acknowledged that he may have received the evidence.

Issue

Is the tenant entitled to compensation?

Background and Evidence

Relevant evidence, complying with the *Rules of Procedure*, was carefully considered in reaching this decision. Only relevant oral and documentary evidence needed to resolve the specific issue of this dispute, and to explain the decision, is reproduced below.

The tenancy began on January 2, 2021 and ended sometime in May 2021. Monthly rent was \$1,150 and the tenant paid a security deposit of \$575. A copy of the written Residential Tenancy Agreement was submitted into evidence.

The landlord briefly testified that he issued the Notice on April 14, 2021 because the tenant had not paid the rent on April 1. After posting the Notice on the door, the tenant made a partial payment of \$600 on April 16 and another payment of \$550 on April 24. The tenant was apparently late again paying rent for May and ended up moving out.

The tenant testified that the reason she was late paying rent for April is because she ended up having to spend money on transportation to and from a laundromat and had to spend money on doing her laundry. "That's why I was short on rent," she explained.

This would not have been needed had the dryer not stopped working in February. The dryer was inoperable for about two months, which is the time during which the tenant had to travel elsewhere to do about two loads of laundry a week. In terms of cost, the tenant estimates that it cost her approximately \$350 during the two-month period. Each taxi ride cost about \$10 per one-way trip. No copies of any receipts or any sort of logbook recording the costs were submitted into evidence.

The tenant testified that she tried on multiple occasions to contact the landlord, who, it turns out, was overseas for two months attending a wedding. No responses to the texts were forthcoming, and the tenant explained that she was not comfortable speaking to the landlord's family who resided upstairs in the property.

In rebuttal, the landlord testified that the tenant could have easily spoken to his sister or brother, both of whom apparently dropped off the tenant's mail. Nonetheless, the landlord explained that the tenant never said anything about the dryer to anyone in the family, and that she never sent the landlord any email about the dryer. Upon his return to Canada, the landlord looked at the dryer and found an undergarment to have been stuck in the motor. As for the compensation sought, the landlord said that the tenant never gave him any bills or anything documenting the cost of the laundry.

Analysis

When an applicant seeks compensation under the Act, they must prove on a balance of probabilities all four of the following criteria before compensation may be awarded:

1. has the respondent failed to comply with the Act or the tenancy agreement?
2. if yes, did the loss result from the non-compliance?
3. has the applicant proven the amount or value of their loss?
4. has the applicant done whatever is reasonable to minimize the loss?

The above-noted criteria are based on [sections 7](#) and [67](#) of the Act.

In this dispute, the tenant seeks compensation for having to incur costs resulting from the dryer being inoperable for two months. “Free laundry” is a material term in the tenancy agreement and this service was included in the rent. Presumably, the phrase “free laundry” means a working washing machine and clothes dryer.

Section 27 of the Act states that a landlord must not terminate or restrict a service or a facility if (1) it is a material term of the tenancy agreement and (2) is essential to the tenant’s use of the rental unit as living accommodation.

I find that the clothes dryer was a material term of the tenancy agreement, and, that the use of a working dryer was essential to the tenant’s use of the rental unit as living accommodation. Thus, I find that there was a breach of the Act and the tenancy agreement by the landlord.

Second, did the tenant’s loss result from the landlord’s non-compliance with the Act and the tenancy agreement? I find that it did. Had the clothes dryer been working, the tenant would not have had to travel elsewhere to do laundry.

Third, has the tenant proven the amount of her loss?

Without any supporting evidence, such as receipts for taxi rides, or a logbook of money spent on laundry at the laundromat, I am not satisfied that the tenant has proven the dollar amount of the loss. Moreover, the tenant’s explanation that she was short on rent for April 1 due to laundry costs are, quite frankly, not believable. Rent of \$1,150 minus \$350 would mean that the tenant ought to have been able to pay at least \$800 of the rent on April 1, which she did not.

In any event, I do not find that the tenant has proven, on a balance of probabilities, the compensation in relation to the laundry.

Conclusion

dollar amount of her loss. Accordingly, I am not prepared to award the tenant any **The tenant’s application is hereby dismissed, without leave to reapply.**

This decision is made on delegated authority under section 9.1(1) of the Act.

Dated: August 20, 2021

Residential Tenancy Branch